BK

Subgrant Signature Sheet

Title VI Projects

Agreement/ Subgrant No. 79-84

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Praul Center for Educational and Behaviorl Change Inc.

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Praul Center for Educational and Behavioral Change Inc., hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Praul Center Family Living Project

Address

P. O. Box 405

City

Davis, CA 95616

Phone

756-2879

Program Director

Evelyn Praul

FILED

MAY 8 - 1979

PETER McNAMEE, Clerk

By Debbie Murphy DEPUTY

Micro Fiched

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 15, 1979.

The term of the SUBGRANT shall end on March 14, 1980.

The total amount of the SUBGRANT is $35,460.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
[signature]	[signature] 3-21-79
Name and Title	Date
Director	BETSY A. MARCHAND CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
4/27/79	
Date	

Type name and Title of Authorized Officer

[signature]

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Praul Center for Educational and Behavioral Change Inc. hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

Micro Fiched

(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The Praul Center for Educational and Behavioral Change Inc. is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

Micro Fiched

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 15, 1979, and shall end March 14, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

Micro Fiched

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 35,460, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

Micro Fiched

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-110, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

Micro Fiched

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

Micro Fiched

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7 Termination of SUBGRANT

Micro Fiched

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Micro Fiched

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

Micro Fiched

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

Micro Fiohed

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Adrinistrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiched

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition. Micro Fiched

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

Micro Fiched

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

Micro Fiched

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the Chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-84.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Title of Authorized Officer)

Micro Fiched

Prart Center for Educational and Behavioral Change Inc
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

April 20 1979

Director
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(3)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

Micro Fiched

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the EA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 108(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level Micro Fiched position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiche

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(20)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

Micro Fiched

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
(Title of Authorized Officer)

Micro Fiched

Praxis Center for Educational and Behavioral Change Inc.
(Legal Name of Subgrantee)

April 20 1979

(Signature of Authorized Officer)

Director
(Title of Authorized Officer)

I. PROJECT ABSTRACT

The purpose of the Praul Center Family Living Project is to provide emotionally disturbed children with a long-term alternative to a group home setting. The project's target population is those children who are unable to return to their biological families, but who still need both treatment for their emotional problems and a family setting in which to live. Through a program of recruitment, training, and ongoing support of selected families, it is anticipated that long-term living situations can be developed at less expense than a group home setting and more benefit to the child. The requested funding would provide support for setting up and demonstrating the success of the project which would then become self-sustaining. The project follows the directives established by PL 94-142 which requires that the child's placement favor the "least restrictive alternative." Plans are for the Family Living Project to expand to serve developmentally disabled and delinquent children at a later date.

Micro Fiched

500 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

Project

[X] ORIGINAL [ ] REVISION NO. _____ DATE 3-13-79

Subgrantee Name and Address:

Praul Center for Educational and Behavioral Change Inc.

P. O. Box 405

Davis, CA 95616

Contact Person Evelyn Praul

Phone 756-2879 Contract No. _____

Period: From 3-15-77 To 3-14-80

Program Name Family Living Project

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			2,955					2,955
APR.			2,955					2,955
MAY			2,955					2,955
JUNE			2,955					2,955
JULY			2,955					2,955
AUG.			2,955					2,955
SEPT.			2,955					2,955
OCT.			2,955					2,955
NOV.			2,955					2,955
DEC.			2,955					2,955
JAN.			2,955					2,955
FEB.			2,955					2,955
TOTAL			35,460					35,460

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			2,499	456			2,955
APR.			2,499	456			2,955
MAY			2,499	456			2,955
JUNE			2,499	456			2,955
JULY			2,499	456			2,955
AUG.			2,499	456			2,955
SEPT.			2,499	456			2,955
OCT.			2,499	456			2,955
NOV.			2,499	456			2,955
DEC.			2,499	456			2,955
JAN.			2,499	456			2,955
FEB.			2,499	456			2,955
TOTAL			29,988	5,472			35,460

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Evelyn Praul Director

Name and Title of Authorized Official

Signature Date 4/2/79

For CETA Approval Only:

Accountant Date 3-12-79

Principal Administrative Analyst Date 3-13-79

(10-78)

POSITION LISTING

TITLE VI PROJECTS

PRAUL CENTER FOR EDUCATIONAL
AND BEHAVIORAL CHANGE INC.

Micro Fiched

	POSITION		SALARY 3-15-79 to 3-14-80	BENEFITS	TOTAL
Two	Family Outreach Workers				
	12 mos @ 833/152		$19,992	$3,648	$23,640
One	Community Resource Worker				
	12 mos @ 833/152		9,996	1,824	11,820
Three		Total	$29,988	$5,472	$35,460

Micro Fiched

CETA TITLE III AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notification to individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Micro Fiched

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no deckage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Fiched

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

Micro Fiched

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer **shall take testimony under oath or affirmation.**

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If **the parties involved or their representatives** do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision on an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

Micro Fiched

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outline in this Handbook.

Micro Fiohed

SUBGRANTEE Authorized Signature

Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiohed

SUBGRANTEE Authorized Signature and Title

4/20/79
Date

BK.

Subgrant Signature Sheet

Title VI Projects

Agreement/ Subgrant No. 79-85

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	City of Winters

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the City of Winters hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Home Fire Safety Survey Project

Address

10 Abbey Street

City

Winters, CA 95694

Phone

759-4131

Program Director

Vern Burhn

FILED

APR 19 1979

PETER McNAMEE, Clerk

By Peter McNamee DEPUTY

Micro Filmed

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 15, 1979.

The term of the SUBGRANT shall end on March 14, 1980.

The total amount of the SUBGRANT is $35,388.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title: Michael E. Jones Adminsitrator/Planner	Name and Title: BETSY A. MARCHAND, CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
Date: 4-9-79	Date: 3-21-79

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the City of Winters hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

Micro Fiched

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The City of Winters is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

Micro Filmed

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 15, 1979, and shall end March 14, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

Micro Fiched

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 35,388, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

Micro Filmed

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

Micro Fiched

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

Micro Filmed

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

Micro Fiched

7 Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Micro Fiched

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

Micro Fiched

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

Micro Fiched

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiched

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

Micro Fiched

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

Micro Fiched

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiohed

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

Micro Fiched

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiohed

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiohed

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-95.

COUNTY OF YOLO, PRIME SPONSOR

Betsy C. Marchand
(Signature of Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Title of Authorized Officer)

Micro Fiched

City of Winters
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

4-9 1979

Administrator/Planner
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiohed

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

Micro Fiched

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

Micro Fiched

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended. when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the PA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 93-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

Micro Fiched

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

Micro Fiched

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptiona circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

Micro Fiched

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(2[illegible])).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

Micro Fiched

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiohed

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betty C. Marchand
(Signature of Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Title of Authorized Officer)

Micro Fiohed

City of Winters
(Legal Name of Subgrantee)

4-9 1979

(Signature of Authorized Officer)

Administrator/Planner
(Title of Authorized Officer)

I. PROJECT ABSTRACT

The United States Fire Administration is currently making an effort to get cities to incorporate a home fire safety survey program into their fire safety education programs.

Home fire safety surveys have proved to be a very effective way of reaching community members and eliminating some of the ever present problems that allow fires to occur in the home.

The home fire safety survey project proposed by Woodland is very similar to those conducted in other areas of the country. The primary difference would be that the focus and literature will be directed at the problems which have been found to be most prevalent in Woodland.

There will be two teams of two members each, which will go door to door in all residential areas of the City, speaking to each resident, telling them about the program and asking if they would like a home fire safety survey. If the resident agrees the team will make a fire safety survey of the home to find fire hazards and suggest ways in which these hazards might be corrected. If the resident does not wish to have a home fire safety survey, the team members will leave fire safety literature for them. In addition, the survey teams will advise households on the acquisition of smoke detectors and fire extinguishers and will help the family in planning emergency escape routes.

This project will allow the fire department to speak directly to residents of Woodland about fire problems relating specifically to their homes and families.

As in the other cities across the nation which have initiated this program, the City of Woodland Fire Department expects to reach a very large percentage of the population and thereby reduce the number of fires significantly.

Micro Fiched

500 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

Project

[X] ORIGINAL [ ] REVISION NO. _____ DATE 3-13-79

Subgrantee Name and Address:

City of Winters
10 Abbey Street
Winters, CA 95694

Contact Person Vern Bruhn
Phone 795-4131 Contract No. _____
Period: From 3-15-79 To 3-14-80
Program Name Home Fire Safety Survey Project

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			2,889					2,889
APR.			2,889					2,889
MAY			2,889					2,889
JUNE			2,889					2,889
JULY			2,889					2,889
AUG.			2,889					2,889
SEPT.			3,009					3,009
OCT.			3,009					3,009
NOV.			3,009					3,009
DEC.			3,009					3,009
JAN.			3,009					3,009
FEB.			3,009					3,009
TOTAL			35,388					35,388

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			1,968	921			2,889
APR.			1,968	921			2,889
MAY			1,968	921			2,889
JUNE			1,968	921			2,889
JULY			1,968	921			2,889
AUG.			1,968	921			2,889
SEPT.			2,067	942			3,009
OCT.			2,067	942			3,009
NOV.			2,067	942			3,009
DEC.			2,067	942			3,009
JAN.			2,067	942			3,009
FEB.			2,067	942			3,009
TOTAL			24,210	11,178			35,388

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Michael E. Jones - Administrator — Name and title of Authorized Official

Signature — 4-9-79 Date

Accountant — 3-12-79 Date

Principal Administrative Analyst — 3-13-79 Date

(10-78)

POSITION JUSTIFICATION

TITLE VI PROJECTS

CITY OF WINTERS

HOME FIRE SAFETY SURVEY PROJECT

	POSITION		SALARY 3-16-79 to 3-14-80	BENEFITS	TOTAL
Three	Fire Safety Surveyor				
	6 mos @ 656/307		$11,808	$ 5,526	$17,334
	6 mos @ 689/314		12,402	5,652	18,054
		Total	$24,210	$11,178	$35,388

Micro Fiohed

Micro Fiohed

CETA TITLE III AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Micro Fiched

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notification individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that cope with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no decrease of pay.

Micro Fiched

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

Micro Fiched

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

Micro Fiched

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer **shall take testimony under oath or affirmation.**

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If **the parties involved or their representatives** do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

Micro Fiched

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

l. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Micro Fiched

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outline in this Handbook.

Micro Fiohed

SUBGRANTEE Authorized Signature

4-9-79
Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

SUBGRANTEE Authorized Signature and Title

4-9-79
Date

BK

Subgrant Signature Sheet

Title VI Projects

Agreement/ Subgrant No. 79-86

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Washington Fire Protection District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Washington Fire Protection District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Master Index for Fire Prevention and Control

Address

317 Third Street

FILED

APR 11 1979

PETER McNAMEE, Clerk

By Rubie Mayhana DEPUTY

City

Broderick, CA

Phone

372-0424

Micro Fiched

Program Director

Ken Sawitsky - Acting Chief

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mended in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 15, 1979.

The term of the SUBGRANT shall end on March 14, 1980.

The total amount of the SUBGRANT is $12,036.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Ken F. Sawitzky, Jr.	By Signature: Betsy A. Marchand
Name and Title: Ken F. Sawitzky, Jr. Acting Fire Chief	Name and Title: BETSY A MARCHAND CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
Date: 4/5/79	Date: 3-21-79

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Washington Fire Protection District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiched

2. The Washington Fire Protection District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 15, 1979, and shall end March 14, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

Micro Fiched

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 12,036, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

Micro Fiched

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

Micro Fiched

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR & 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law. Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

Micro Fiched

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

Micro Fiohed

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Micro Fiched

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

Micro Fiched

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

Micro Fiohed

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiohed

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition. Micro Fiched

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

Micro Fiched

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiohed

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

Micro Fiched

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-86.

COUNTY OF YOLO, PRIME SPONSOR

Bobby G. Marchand
(Signature of Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Title of Authorized Officer)

Micro Fiched

WASHINGTON FIRE PROTECTION DISTRICT
(Legal Name of Subgrantee)

Ken F. Saunders Jr.
(Signature of Authorized Officer)

APRIL 5, 1979

ACTING FIRE CHIEF
(Title of Authorized Officer)

(Corporate Seal)

///
///
///
///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited Engligh-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

Micro Fiched

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

Micro Fiched

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiohed

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Bobby C. Marchand
(Signature of Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Title of Authorized Officer)

Micro Fiched

WASHINGTON FIRE PROTECTION DISTRICT
(Legal Name of Subgrantee)

APRIL 5, 1979

Ken F. Lowitz Jr.
(Signature of Authorized Officer)

ACTING FIRE CHIEF
(Title of Authorized Officer)

I. PROJECT ABSTRACT

Purpose:

1. To raise public awareness of the fire problem.
2. To encourage greater involvement of the public toward the Fire Department.
3. Streamline Fire Department operations.

Needs:

1. Improve life safety.
2. Reduce fire loss.

Micro Fiched

Methods:

1. Door-to-door contact.
2. Increase visibility of the Fire Department by improving appearance of its building, equipment, and grounds.
3. Educate trainees to in turn educate the public in area of fire problem.
4. Gather critical fire related information.
5. Organize information into an "emergency response index," utilized by personnel responding to an emergency call.
6. Review fire department operation, and testing procedures.

Results:

1. Increase in public awareness, and participation.
2. Fire department operations streamlined.
3. Gain of more effective techniques, and knowledge.
4. Proficiency of emergency personnel increased.
5. Capability to continue with providing better fire protection, and life safety needs.
6. The participants will have gained experience from: (1) dealing with people; (2) learning the operation of a fire department; (3) developing a program towards improving life safety and fire prevention.

500 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

Project

[X] ORIGINAL [ ] REVISION NO. _____ DATE 3-15-79

Subgrantee Name and Address:
Washington Fire Protection District
317 Third Street
Broderick, CA 95605

Contact Person Ken Sawitsky
Phone 372-0424 Contract No. _____
Period: From 3-15-79 To 3-14-80
Program Name Master Index for Fire Prevention and Control

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			1,003					1,003
APR.			1,003					1,003
MAY			1,003					1,003
JUNE			1,003					1,003
JULY			1,003					1,003
AUG.			1,003					1,003
SEPT.			1,003					1,003
OCT.			1,003					1,003
NOV.			1,003					1,003
DEC.			1,003					1,003
JAN.			1,003					1,003
FEB.			1,003					1,003
TOTAL			12,036					12,036

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			775	228			1,003
APR.			775	228			1,003
MAY			775	228			1,003
JUNE			775	228			1,003
JULY			775	228			1,003
AUG.			775	228			1,003
SEPT.			775	228			1,003
OCT.			775	228			1,003
NOV.			775	228			1,003
DEC.			775	228			1,003
JAN.			775	228			1,003
FEB.			775	228			1,003
TOTAL			9,300	2,736			12,036

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

KEN F. SAWITSKY, JR. ACTING FIRE CHIEF
Name and Title of Authorized Official

Ken F. Sawitsky Jr. 11/5/79
Signature Date

For CETA Approval Only:

Accountant 3-12-79 Date

Principal Administrative Analyst 3-16-79 Date

(10-78)

POSITION LISTING

TITLE VI PROJECTS

WASHINGTON FIRE PROTECTION DISTRICT

MASTER INDEX FOR FIRE PREVENTION AND CONTROL

	POSITION	SALARY 3-18-79 to 3-14-80	BENEFITS	TOTAL
Three	Assistant Workers	$9,300	$2,736	$12,036
	12 mos @ 775/228			

Micro Fiched

Micro Fiched

CETA TITLE III AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Micro Fiched

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Service

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no deduction of pay.

Micro Fiched

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiohed

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

Micro Fiched

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

Micro Fiched

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

Micro Fiohed

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

Micro Fiched

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

Micro Fiched

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

l. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outline in this Handbook.

Micro Fiohed

Ken F. Lowitzky, Jr.
SUBGRANTEE Authorized Signature

4/5/79
Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Ken F. Dawthorne, Jr. Acting Fiscal Chief 4/5/79

SUBGRANTEE Authorized Signature and Title Date

COUNTY OF YOLO

Bk.

Subgrant Signature Sheet

Title VI Projects

Agreement/ Subgrant No. 79-87

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Yolo County Superintendent of Schools

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yolo County Superintendent of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Infant Preschool Development Program - Social Service Model Project

Micro Fiched

Address

407-409 Lincoln Avenue

FILED

APR 11 1979

PETER McNAMEE, Clerk

By Ricki Mingbars DEPUTY

City

Woodland, CA 95695

Phone

666-8461

Program Director

Christopher Bottrill

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 15, 1979.

The term of the SUBGRANT shall end on March 14, 1980.

The total amount of the SUBGRANT is $24,132.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Jack L. Potter 4-2-79	Betsy A. Marchand 3-21-79
Name and Title / Date	Name and Title / Date
Yolo County Superintendent of Schools	BETSY A. MARCHAND CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Yolo County Superintendent of Schools hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiohed

2. The Yolo County Superintendent of Schools is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 15, 1979, and shall end March 14, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

Micro Fiched

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 24,132, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

Micro Fiched

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-111, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

Micro Fiched

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

Micro Fiched

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable adrinistrative costs in the conduct of activities and prograr.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

Micro Fiohed

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Departrent of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

///

Micro Fiched

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

Micro Fiched

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

Micro Fiched

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

Micro Fiched

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiched

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property. Micro Fiched

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

16. Rights

Micro Filmed

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

Micro Fiched

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

Micro Fiched

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

Micro Fiched

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-87.

COUNTY OF YOLO, PRIME SPONSOR

Betty C. Merchant
(Signature of Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Title of Authorized Officer)

Micro Fiched

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

Jack J. Potter
(Signature of Authorized Officer)

April 2, 19 79

County Superintendent of Schools
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

Micro Fiched

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(3)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 93-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

Micro Fiched

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(2[illegible])).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 315(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 208(c)(201)).

D. Additional Assurances for Title II Programs

Micro Fiched

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Bobby A. Marchand
(Signature of Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

(Title of Authorized Officer)

Yolo County Superintendent of Schools
(Legal Name of Subgrantee)

April 2 19 79

Jack J. Pelta
(Signature of Authorized Officer)

County Superintendent of Schools
(Title of Authorized Officer)

I. PROJECT ABSTRACT

There is a need for a project coordinator and a school-community aide to develop and field test a model for social services for families of developmentally delayed children in the Infant Preschool Development Program.

The model would be developed, field tested and implemented by these employees and would be available for use by existing program staff at the completion of the project.

Families of children enrolled in the program have difficulty coping with the problems relating to the handicapped child and with assistance when the child is young, can provide more capably for their child's needs and development as well as for their own quality of life. Reduction in costs for institutional care for the child is usually reduced (occuring later in life and for remediated handicaps) when early intervention occurs with young children and their families.

Micro Fiched

500 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

Project

[X] ORIGINAL [ ] REVISION NO. _____ DATE 3-15-79

Subgrantee Name and Address:
Yolo County Superintendent of Schools
407-409 Lincoln Avenue
Woodland, CA 95695

Contact Person Nancy Weber
Phone 666-8461 Contract No. _____
Period: From 3-15-79 To 3-14-80
Program Name Social Service Model Project

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			2,011					2,011
APR.			2,011					2,011
MAY			2,011					2,011
JUNE			2,011					2,011
JULY			2,011					2,011
AUG.			2,011					2,011
SEPT.			2,011					2,011
OCT.			2,011					2,011
NOV.			2,011					2,011
DEC.			2,011					2,011
JAN.			2,011					2,011
FEB.			2,011					2,011
TOTAL			24,132					24,132

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			1,504	507			2,011
APR.			1,504	507			2,011
MAY			1,504	507			2,011
JUNE			1,504	507			2,011
JULY			1,504	507			2,011
AUG.			1,504	507			2,011
SEPT.			1,504	507			2,011
OCT.			1,504	507			2,011
NOV.			1,504	507			2,011
DEC.			1,504	507			2,011
JAN.			1,504	507			2,011
FEB.			1,504	507			2,011
TOTAL			18,048	6,084			24,132

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

JACK J. PETTER COUNTY SUPT. — Name and Title of Authorized Official

Jack J. Petter — Signature — 4-4-79 Date

Jack A Boyer — Accountant — 3-12-79 Date

Principal Administrative Analyst — 3-12-79 Date

(10-78)

POSITION LISTING

TITLE VI PROJECTS

YOLO COUNTY OFFICE OF EDUCATION

INFANT PRESCHOOL DEVELOPMENT PROGRAM
SOCIAL SERVICE MODEL PROJECT

	POSITION		SALARY 8-16-79 to 8-14-80	BENEFITS	TOTAL
One	Project Director				Micro Fiched
	12 mos @ 833/270		$ 9,996	$3,240	$13,236
One	School-Community Aide				
	12 mos @ 671/237		8,052	2,844	10,896
		Total	$18,048	$6,084	$24,132

Micro Fiched

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Micro Fiched

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notification of individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for refilling the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Support[illegible] Service

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no deduction of pay.

Micro Fiched

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Fiched

a. The individual is declared eligible upon intake; and

b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

Micro Fiched

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CETA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

Micro Fiched

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and enjoyment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outline in this Handbook.

Micro Fiched

Jack L. Potter
SUBGRANTEE Authorized Signature

April 2, 1979
Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiohed

Jack L. Potter — April 2, 1979

SUBGRANTEE Authorized Signature and Title — Date

BK.

COUNTY OF YOLO EDD Prog #79005268

Subgrant Signature Sheet

Title VI Projects

Agreement/ Subgrant No. 79-98

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State of California CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the State of California CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Affirmative Action for the Disabled

Address

711 N Street

FILED

Micro Fiched

City

Sacramento, CA 95814

APR 25 1979

Phone

322-8982

PETER McNAMEE, Clerk

By Richie Murchana DEPUTY

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 15, 1979.

The term of the SUBGRANT shall end on March 14, 1980.

The total amount of the SUBGRANT is $48,798.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title: L. L. Jimenez, Chief, Public Employment Section, State CETA Office	Name and Title: BETSEY A. MARCHAND, CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
Date: APR 13 1979	Date: 3-21-79

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the State of California CETA Office hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

Micro Fiched

(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The State of California CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

Micro Fiched

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 15, 1979, and shall end March 14, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

Micro Fiched

4. Payment

PRIME SPONSOR shall reirburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 48,798, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

Micro Fiched

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

Micro Fiched

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

Micro Fiohed

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7 Termination of SUBGRANT

Micro Fiohed

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Micro Fiched

Either party may terminate this SUBGRANT at any time by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Hold Harmless -- Indemnification

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

Micro Fiched

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

Micro Fiched

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiched

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition. Micro Fiohed

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

Micro Fiched

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

Micro Fiched

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

and Indemnity Company (Bond No. 5002495) in the amount of $50,000 per employee per loss with a deductible of $2,500.

29. Insurance

SUBGRANTEE, the State of California, maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code.

Micro Fiched

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-88.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Title of Authorized Officer)

Micro Fiched

State of California
Employment Dev. Department
State CETA Office
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

L. L. Jimenez
Chief, Public Employment Section
State CETA Office
(Title of Authorized Officer)

APR 13 1979 19

(Corporate Seal)

///
///
///
///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Enivetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

Micro Fiched

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

Micro Fiched

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

Micro Fiched

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

Micro Fiched

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiohed

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marshall
(Signature of Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Title of Authorized Officer)

State of California
Employment Dev. Department
State CETA Office
(Legal Name of Subgrantee)

Micro Fiched

APR 1 3 1979 19

L. L. Jimenez
(Signature of Authorized Officer)

L. L. Jimenez
Chief, Public Employment Section
State CETA Office
(Title of Authorized Officer)

I. PROJECT ABSTRACT

A primary objective of the Affirmative Action Employment Program is achieving and maintaining a balanced work force inclusive of segments of the State population that have been traditionally underrepresented in employment within State agencies. To achieve this end, the office is tasked to develop and conduct surveys and studies to achieve the objectives of the Department's Affirmative Action Plan.

According to the most recent Affirmative Action survey conducted by the State Personnel Board, the disabled is one of the most underrepresented category of minority employee in state service. Even the Departments within the Health Welfare Agency, which have tended to be quite progressive in the hiring of the disabled, are still considerably below their affirmative action goals associated with the disabled (See Appendix A). This one year project, which will utilize one (1) Research Technician, two (2) Management Service Technicians and one (1) Office Assistant II (Typing), will assess the various factors which have contributed to the underrepresen ation of the disabled employee within the Department of Mental Health. It is hoped that the results of this survey will serve as a model for other state, county and private agencies to assist them in removing barriers which have historically hindered the employment of the disabled.

Micro Fiohed

State agencies have traditionally served as a vehicle to provide training and subsequent employment for Manpower Program participants Because of 1978-79 budget constraints to the Department of Mental Health for its programs, and the proximity of the Headquarters offices to the major population centers of Yolo County, the Department can continue to be an active participant in facilitating the employment of Yolo County residents. Many of the functions and units within the Department's Statewide mental health program could be benefited by the support of CETA projects.

Support for this project by Yolo County for CETA participants will enable the Department of Mental Health to fulfill its commitments of continued full involvement in Affirmative Action Programs at a time when there is growing concern that minorities, women, and the disabled will suffer losses due to budgetary constraints.

500 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

Project

[X] ORIGINAL [ ] REVISION NO. _____ DATE 3-15-79

Subgrantee Name and Address:
State CETA Office
711 N Street
Sacramento, CA 95814

Contact Person Cynde Jackson
Phone 322-8982 Contract No. _____
Period: From 3-15-79 To 3-14-80
Program Name Affirmative Action for the Disabled

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			3,953					3,953
APR.			3,953					3,953
MAY			3,953					3,953
JUNE			3,953					3,953
JULY			4,094					4,094
AUG.			4,094					4,094
SEPT.			4,133					4,133
OCT.			4,133					4,133
NOV.			4,133					4,133
DEC.			4,133					4,133
JAN.			4,133					4,133
FEB.			4,133					4,133
TOTAL			48,798					48,798

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			3,162	791			3,953
APR.			3,162	791			3,953
MAY			3,162	791			3,953
JUNE			3,162	791			3,953
JULY			3,271	823			4,094
AUG.			3,271	823			4,094
SEPT.			3,305	828			4,133
OCT.			3,305	828			4,133
NOV.			3,305	828			4,133
DEC.			3,305	828			4,133
JAN.			3,305	828			4,133
FEB.			3,305	828			4,133
TOTAL			39,020	9,778			48,798

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L. L. Jimenez
Chief, Public Employment Section
State CETA Office

Name and Title of Authorized Official

Signature

APR 13 1979
Date

For CETA Approval Only:

Accountant — 3-12-79 Date

Principal Administrative Analyst — 3-13-79 Date

(12-78)

POSITION LISTING

TITLE VI PROJECTS

STATE CETA OFFICE

AFFIRMATIVE ACTION FOR THE DISABLED

	POSITION	SALARY 3-15-79 to 3-14-80	BENEFITS 3-15-79 to 3-14-80	TOTAL
One	Management Services Technician PSE			
	4 mos @ 809/272	$ 3,236	$1,088	$ 4,324
	*8 mos @ 833/285	6,664	2,280	8,944
One	Management Services Technician			Micro Fiched
	4 mos @ 809/135	3,236	540	3,776
	*8 mos @ 833/139	6,664	1,112	7,776
One	Reserach Technician Various Studies, PSE			
	4 mos @ 826/279	3,304	1,116	4,420
	*8 mos @ 833/286	6,664	2,288	8,952
One	Office Assistant II Typing PSE			
	4 mos @ 718/105	2,872	420	3,292
	*2 mos @ 772/113	1,544	226	1,770
	**6 mos @ 806/118	4,836	708	5,544
Four	Total	$39,020	$9,778	$48,798

* Estimated 7.5% cost of living increase 7-1-79

** 6 month merit step increase

Micro Fiohed

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Micro Fiched

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiohed

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Micro Fiched

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

Micro Fiched

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

Micro Fiohed

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In case where the complainant is participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

Micro Fiohed

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

Micro Fiched

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

Micro Fiched

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Micro Fiched

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outline in this Handbook.

Micro Fiched

SUBGRANTEE Authorized Signature

L. L. Simmons
Chief, Public Employment Section
State CETA Office

APR 17 1979

Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

SUBGRANTEE Authorized Signature and Title

L. L. Jimenez
Chief, Public Employment Section
State CETA Office

APR 1 0 1979

Date

COUNTY OF YOLO EDD Reg #7900516l

BK

Subgrant Signature Sheet

Title VI Projects

Agreement/ Subgrant No. 79-89

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State of California CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the State of California CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

State Department of Mental Health - Community Mental Health Contract Project

Address

711 N Street

City

Sacramento, CA

Phone

322-8982

Micro Fiched

Program Director

FILED

APR 25 1979

PETER McNAMEE, Clerk

By Robie Blackburn DEPUTY

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 15, 1979.

The term of the SUBGRANT shall end on March 14, 1980.

The total amount of the SUBGRANT is $23,084.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title: L. D. Jimenez, Chief, Public Employment Section, State CETA Office	Name and Title: BETSY A. MARCHAND, CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
Date: APR 13 1979	Date: 3-21-79

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the State of California CETA Office hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiched

2. The State of California CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 15, 1979, and shall end March 14, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

Micro Fiched

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 23,084, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

Micro Fiched

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

Micro Fiohed

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR & 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law. Micro Fiohed

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

Micro Fiched

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

Micro Fiohed

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Micro Fiched

Either party may terminate this SUBGRANT at any time by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Hold Harmless -- Indemnification

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

Micro Fiched

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action. Micro Fiched

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiched

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition. Micro Fiched

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

Micro Fiched

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

Micro Fiched

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

Micro Fiched

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

and Indemnity Company (Bond No. 5002495) in the amount of $50,000 per employee per loss with a deductible of $2,500.

29. Insurance

SUBGRANTEE, the State of California, maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code.

Micro Fiohed

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-89.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Title of Authorized Officer)

State of California
Employment Dev. Department
State CETA Office
(Legal Name of SUBGRANTEE)

Micro Fiched

(Signature of Authorized Officer)

L. L. Jimenez
Chief, Public Employment Section
State CETA Office
(Title of Authorized Officer)

APR 13 1979 19____

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

Micro Fiohed

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

Micro Fiched

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

Micro Fiched

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

Micro Fiched

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

Micro Fiched

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

Micro Fiched

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

Micro Fiohed

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betty A. Marshall
(Signature of Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Title of Authorized Officer)

State of California
Employment Dev. Department
State CETA Office
(Legal Name of Subgrantee)

Micro Fiched

APR 13 1979 19

L. L. Jimenez
(Signature of Authorized Officer)

L. L. Jimenez
Chief, Public Employment Section
State CETA Office
(Title of Authorized Officer)

I. PROJECT ABSTRACT

On July 1, 1978, the State Department of Mental Health was established as a result of the reorganization of the former Department of Health. In the reorganization, the Department initially received no staff to process contracts. Later, one Associate Governmental Program Analyst and one clerical support position were allocated for this function. By then, however, a large work backlog was in existence. It was discovered that the workload was originally underestimated, which resulted in a need for still additional staff support in the Contracts Unit.

Previously, Contract Procedure Manuals were compiled and made available to Departmental employees for their instruction. Due to the above mentioned staff shortage and work backload, the Department of Mental Health has no such manual. Since many contracts are inappropriately prepared and rejected and must be resubmitted after rewrite, it is imperative that such a manual be written and distributed to employees.

The purpose of this proposal is to request one Research Technician (CETA) and one Office Assistant I (Typing) (CETA) to develop and distribute a Contract Manual, within the Contract Management Unit, Department of Mental Health. The Research Technician will be responsible for research, writing, and coordinating the distribution of the first 100 copies of the Contract Manual. The Office Assistant I will provide clerical support to the Research Technician and will type all drafts and supporting documents for the Contract Manual.

Micro Fiched

State agencies have traditionally served as a vehicle to provide training and subsequent employment for manpower program participants. As a result of legislative augmentation to the Department of Mental Health for new programs, and due to the proximity of the Headquarter offices to the major population centers of Yolo County, the Department can continue to be an active participant in facilitating the employment of Yolo County residents. Many of the functions and units within the Department are new and could benefit the statewide mental health program by the support of CETA projects.

In addition to having responsibility for the management and operation of two state hospitals, the Department approves and funds all county mental health programs. The extent to which it is possible to improve the efficiency and effectiveness of functions of the Department will be directly reflected in improved mental health programs and facilities available to Yolo County residents.

Support for this project by Yolo County for one CETA participant will enable the Department of Mental Health to fulfill its commitment of continued involvement in manpower programs.

500 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

Project

[X] ORIGINAL [ ] REVISION NO. _____ DATE 3-15-79

Subgrantee Name and Address:
State of California CETA Office
711 N Street
Sacramento, CA 95814

Contact Person Cynde Jackson
Phone 327-8982 Contract No. _____
Period: From 3-15-79 To 3-14-80
Program Name Community Mental Health Contract Project

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			1,858					1,858
APR.			1,858					1,858
MAY			1,858					1,858
JUNE			1,858					1,858
JULY			1,928					1,928
AUG.			1,928					1,928
SEPT.			1,966					1,966
OCT.			1,966					1,966
NOV.			1,966					1,966
DEC.			1,966					1,966
JAN.			1,966					1,966
FEB.			1,966					1,966
TOTAL			23,084					23,084

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			1,483	375			1,858
APR.			1,483	375			1,858
MAY			1,483	375			1,858
JUNE			1,483	375			1,858
JULY			1,539	389			1,928
AUG.			1,539	389			1,928
SEPT.			1,572	394			1,966
OCT.			1,572	394			1,966
NOV.			1,572	394			1,966
DEC.			1,572	394			1,966
JAN.			1,572	394			1,966
FEB.			1,572	394			1,966
TOTAL			18,442	4,642			23,084

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L. L. Jimenez
Chief, Public Employment Section
State CETA Office
Name and Title of Authorized Official

Signature — APR 13 1979 Date

For CETA Approval Only:

Jack A. Boyer — 3-12-79
Accountant — Date

Principal Administrative Analyst — 3-13-79 Date

(10-78)

POSITION LISTING

TITLE VI PROJECTS

STATE OF CALIFORNIA
DEPARTMENT OF MENTAL HEALTH

COMMUNITY MENTAL HEALTH CONTRACT PROJECT

	POSITION	SALARY 3-15-79 to 3-14-80	BENEFITS	TOTAL
One	Research Technician Various Studies, PSE			
	4 mos @ 826/279	$ 3,304	$1,116	$ 4,420
	8 mos @ 833/286	6,664	2,288	8,952
	(Cost of living increase 7-1-79)			
One	Office Assistant I Typing PSE			
	4 mos @ 657/96	2,628	384	3,012
	2 mos @ 706/103	1,412	206	1,618
	(Cost of living increase 7-1-79)			
	6 mos @ 739/108 (Step increase)	4,434	648	5,082
Three	Total	$18,442	$4,642	$23,084

Micro Fiched

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Micro Fiched

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - Micro Fiched especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Fiched

a. The individual is declared eligible upon intake: and

b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

Micro Fiched

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

Micro Fiched

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

Micro Fiched

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Micro Fiched

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outline in this Handbook.

Micro Fiched

SUBGRANTEE Authorized Signature

L. L. Jimenez
Chief, Public Employment Section
State CETA Office

APR 13 1979

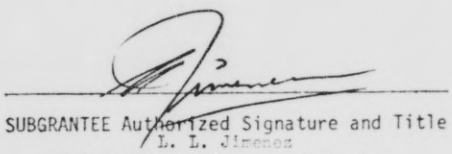
Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched



APR 1 3 1979

SUBGRANTEE Authorized Signature and Title
L. L. Jimenez
Chief, Public Employment Section
State CETA Office

Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI Projects

Agreement/ Subgrant No. 79-90

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Farmworkers' Service Center

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Farmworkers' Service Center hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

A Resources Directory for Farmworker Community Development

Address

217 Fourth Street

City

Woodland, CA 95695

Phone

666-3421

Program Director

Anita Robles

FILED

Micro Fiched

APR - 6 1979

PETER McNAMEE, Clerk

By Rubie Nigohara DEPUTY

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 15, 1979.

The term of the SUBGRANT shall end on March 14, 1980.

The total amount of the SUBGRANT is $36,396.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Anita Robles	Betsy A. Marchand 3-21-79
Name and Title / Date	Name and Title / Date
ANITA ROBLES, DIRECTOR FARMWORKERS' SERVICE CENTER	BETSY A. MARCHAND CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Farmworkers' Service Center hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiched

2. The Farmworkers' Service Center is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the manner described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

Micro Fiched

3. Term

The term of this SUBGRANT shall begin March 15, 1979, and shall end March 14, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 36,396, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month. In the case of a subgrant for public service employment the claim shall set forth the name of each participant, the classification in which the participant is employed, rate of salary or wages, time worked by each participant, total salary or wages paid to each participant and an itemization of fringe benefits to each participant.

(2) The County Administrative Officer of PRIME SPONSOR,

///

or his designee, shall review that claim, may review the records, books of account, trial balance, vouchers, and payroll records of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

Micro Fiched

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

Micro Fiched

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

Micro Fiched

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7 Termination of SUBGRANT

Micro Fiched

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Micro Fiched

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

10. Legal Relationship

Micro Fiched

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

Micro Fiched

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiched

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

Micro Fiched

(4) A control syster shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

16. Rights

Micro Fiched

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

Micro Fiched

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

Micro Fiched

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

Micro Fiched

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-90.

COUNTY OF YOLO, PRIME SPONSOR

Betty C. Marchand
(Signature of Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Title of Authorized Officer)

FARMWORKERS' SERVICE CENTER
(Legal Name of SUBGRANTEE)

Micro Fiched

Anita Robles
(Signature of Authorized Officer)

APRIL 5 1979

DIRECTOR
(Title of Authorized Officer)

(NO SEAL)
(Corporate Seal)

///
///
///
///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

Micro Fiche

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended. When such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the EA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

Micro Fiched

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 93-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

Micro Fiched

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

Micro Fiched

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

Micro Fiched

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy C. Marchand
(Signature of Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Title of Authorized Officer)

FARMWORKERS' SERVICE CENTER
(Legal Name of Subgrantee)

APRIL 5 19 79

Anita Robles
(Signature of Authorized Officer)

DIRECTOR
(Title of Authorized Officer)

Micro Fiched

I. Project Abstract:

The Farmworkers' Service Center seeks funding for three (3) PSE positions to publish a Farmworker Cooperative Resources Directory and Training Curriculum. Farmworker agricultural cooperatives are small-scale farms owned and managed democratically by groups of former agricultural employees who join together for that purpose.

Micro Fiched

The proposed project does not duplicate existing documents such as the Directory of Human Services because it will be concerned specifically with the needs of farmworker cooperatives. It will provide information in Spanish — the primary language of most farmworkers -- on sources of financial and technical assistance available to such enterprises from federal, state, and private agencies. A sample curriculum will also be included to enable experienced participants in such cooperatives to better train new members. An English translation of the work will be provided. There are currently no such materials in existance.

Rather than eliminating the need for expert technical assistance, the Center's Farmworker Cooperative Resources Directory will aid members to better appreciate the need for such help.

The area's only farmworker agricultural cooperative -- The Colonia Mexicana Unida -- will serve as a laboratory for the evaluation of potential outside resources and as a model whose methods and progress will be recorded as part of the project.

500 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

Project

[X] ORIGINAL [ ] REVISION NO. _____ DATE 3-15-79

Subgrantee Name and Address:

Farmworkers' Service Center

217 Fourth Street

Woodland, CA 95695

Contact Person Kelly Cortner

Phone 666-3421 Contract No. _____

Period: From 3-15-79 To 3-14-80

Program Name Resources Directory and Training Curriculum for Farmworker Community Development

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			3,033					3,033
APR.			3,033					3,033
MAY			3,033					3,033
JUNE			3,033					3,033
JULY			3,033					3,033
AUG.			3,033					3,033
SEPT.			3,033					3,033
OCT.			3,033					3,033
NOV.			3,033					3,033
DEC.			3,033					3,033
JAN.			3,033					3,033
FEB.			3,033					3,033
TOTAL			36,396					36,396

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			2,499	534			3,033
APR.			2,499	534			3,033
MAY			2,499	534			3,033
JUNE			2,499	534			3,033
JULY			2,499	534			3,033
AUG.			2,499	534			3,033
SEPT.			2,499	534			3,033
OCT.			2,499	534			3,033
NOV.			2,499	534			3,033
DEC.			2,499	534			3,033
JAN.			2,499	534			3,033
FEB.			2,499	534			3,033
TOTAL			29,988	6,408			36,396

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

ANITA REBLES, DIRECTOR

Name and Title of Authorized Official

Anita Rebles 4-6-79

Signature Date

For CETA Approval Only:

Accountant 3-12-79 Date

Principal Administrative Analyst 3-12-79 Date

(10-78)

POSITION LISTING

TITLE VI PROJECTS

FARMWORKERS' SERVICE CENTER

	POSITION		SALARY 8-16-79 to 8-14-80	BENEFITS	TOTAL
One	Project Coordinator				
	12 mos @ 833/178		$ 9,996	$2,136	$12,132
Two	Curriculum Developer Trainees				
	12 mos @ 833/178		19,992	4,272	24,264
		Total	$29,988	$6,408	$36,396

Micro Fiched

CETA TITLE III AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Micro Fiohed

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Micro Fiched

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Micro Filmed

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Micro Fiched

Approved requests for time off should be given with no deduction of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

Micro Fiohed

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

Micro Fiched

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

Micro Fiched

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

Micro Fiched

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

Micro Fiched

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Micro Fiohed

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outline in this Handbook.

Micro Fiched

Anita Robles

SUBGRANTEE Authorized Signature

4-6-79

Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Financial Management. Financial management services for this project will be provided, on a contractual basis, by Mr. Kelly Cordner, 422 University Avenue, Davis, CA 95616. The costs of Mr. Cordner's services will be paid by the Farmworker's Service Center, and CETA Title VI Project funds will not be used either directly or indirectly to pay for Mr. Cordner's services.

   The services to be provided by Mr. Cordner will include the following:

   A. Establishment of a double entry, accrual bookkeeping system for the Center, including appropriate payroll accounts, records, and supporting documentation to include appropriate time and attendance records.

   B. Upkeep of the same system, and preparation of quarterly financial statements, and required payroll tax reports due to the appropriate agencies.

   C. Provide assistance and necessary information to county monitor on a monthly basis.

   D. The training of Anita Robles in bookkeeping skills through a work-learn method.

   Mr. Cordner's contract will expire on such time as Mrs. Robles is determined qualified by the County of Yolo to take over the above responsibilities.

2. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by this Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Anita Robles
SUBGRANTEE Authorized Signature

4-6-79
Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK.

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION 79-91 DATE 3-13-79

Title: Title VI Projects | Modification Number | Contract Number

Program: California Wilderness Coalition - Public Lands & Resources Education Project | 001 | 79-26

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 7,820 [ ] Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The Public Lands and Resources Education Project has been approved for an additional position of Administrative Assistant. This modification will add funds to their existing contract to cover the costs of this additional position. A second intent of this modification is to include additional funds for mileage as a fringe benefit that was not included in the original contract. A third intent of this modification is to change the term of the contract to correspond to the starting date of employment for the project coordinator.

Micro Fiched

MODIFICATION

The attached budget and position listing, which include the additional costs outlined above will be the operating budget for the project. The term of contract is now March 1, 1979 to February 29, 1980. The attached Project Narrative is also added to the contract. The attached Special Conditions are also added to the contract.

FILED

MAR 8 - 1979

PETER McNAMEE, Clerk

By Debi Williams DEPUTY

$16,680 new grand total and fixed price

James A. Estes 4/4/79 Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommend approval.

Recommendation of the MAPC MAPC recommended approval of the addition position. [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Betsy A. Markham 3-21-79

MAR 1 - 1979

Effective date of modifi

500 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

Project

[ ] ORIGINAL [X] REVISION NO. 001 DATE 3-13-79

Subgrantee Name and Address:
California Wilderness Coalition
P. O. Box 429
Davis, CA 95616

Contact Person David Brown
Phone 758-0380 Contract No. 79-26
Period: From 3-1-79 To 2-29-80
Program Name Public Lands and Resources Education Project

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			1,390					1,390
APR.			1,390					1,390
MAY			1,390					1,390
JUNE			1,390					1,390
JULY			1,390					1,390
AUG.			1,390					1,390
SEPT.			1,390					1,390
OCT.			1,390					1,390
NOV.			1,390					1,390
DEC.			1,390					1,390
JAN.			1,390					1,390
FEB.			1,390					1,390
TOTAL			16,680					16,680

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			1,300	90			1,390
APR.			1,300	90			1,390
MAY			1,300	90			1,390
JUNE			1,300	90			1,390
JULY			1,300	90			1,390
AUG.			1,300	90			1,390
SEPT.			1,300	90			1,390
OCT.			1,300	90			1,390
NOV.			1,300	90			1,390
DEC.			1,300	90			1,390
JAN.			1,300	90			1,390
FEB.			1,300	90			1,390
TOTAL			15,600	10 80			16,680

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

James A. Eaton Member CRC Board of Directors
Name and Title of Authorized Official

Accountant — Date 3-9-79

James A. Eaton 3/1/79
Signature Date

Principal Administrative Analyst — Date 3-9-79

(10-78)

POSITION LISTING

TITLE VI PROJECTS

CALIFORNIA WILDERNESS COALITION

PUBLIC LANDS AND RESOURCES EDUCATION PROJECT

	POSITION		SALARY 3-1-79	BENEFITS to 2-29-80	TOTAL
One	Project Coordinator				
	12 mos @ 700/48		$ 8,400	$ 576	$ 8,976
One	Administrative Assistant				
	12 mos @ 600/42		7,200	504	7,704
Two		Total	$15,600	$1,080	$16,680

Micro Fiched

PROJECT NARRATIVE

Description of Additional Goals Achieved with Extra Position:
Public Lands and Resources Education Project

Additional Goal 1: Organize and establish a "Public Lands and Resources Resource Center", to be open to the general public.

Objective 1.1: Organize the masses of government documents, environmental impact statements and other publications present in the CWC offices and continuously being received into a widely accessible filing system.

Objective 1.2: Seek out, obtain where possible and organize a collection of audio-visual resources pertaining to public lands and resources management, such as photographs, slides, filmstrips and films.

Objective 1.3: Publicize and make available these resources to the general public for study and research.

Additional Goal 2: Assist in providing information on public lands and resources questions in response to requests from individuals, groups and government agencies.

Micro Fiched

Objective 2.1: Assist in preparing responses to requests for information by obtaining from the Resource Center the necessary information sources and typing, organizing and sending responses.

Objective 2.2: Provide higher quality and more detailed information and interpertative services to those requesting them.

Additional Goal 3: Train the project administrative assistant in the skills necessary to organize public resources materials and work with the public.

Objective 3.1: Provide the administrative assistant, by April 1, with a basic knowledge of the resource materials available at CWC and an understanding of the government agencies and public interest groups involved in public lands and resources management.

Objective 3.2: Provide further training on a continuous basis.

Additional Goal 4: Higher level achievement of the goal of increasing the level of public involvement in the public-resources decision making process.

Objective 4.1: Increased preparation for speakers and participants for the statewide "Wilderness Conferences" to be held in March 1979 and March 1980 and the follow-up "wilderness workshops".

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

James A. Eaton Member, Board of Directors April 2, 1979

SUBGRANTEE Authorized Signature and Title Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION 79-92 DATE 3-13-79

Title: Title VI Projects | Modification Number 001 | Contract Number 79-29

Program: City of Woodland Home Fire Safety Survey Project

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 21,036 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

This project has been approved for two additional Fire Safety Surveyor positions. Additional funds need to go into the contract to cover the costs of the positions. Funds also need to be added to cover costs of mileage as a fringe benefit for all positions.

FILED

APR 11 1979

PETER McNAMEE, Clerk
By Rickie Mayhan DEPUTY

Micro Fiched

MODIFICATION

The attached budget and position listing supersede those in the current contract. The attached Project Narrative is also added to the contract. The attached Special Conditions are also added to the contract.

$61,380
New grand total and fixed price

Thos. A. Stetson 4/5/79
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Betsy A. Marchand 3-21-79
Authorized Official Date

MAR 1 - 1979
Effective date of modification

500 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

Project

[ ] ORIGINAL [X] REVISION NO. 001 DATE 3-13-79

Subgrantee Name and Address:
City of Woodland
300 First Street
Woodland, CA 95695

Contact Person
Phone Contract No. 79-29
Period: From 3-1-79 To 2-29-80
Program Name Home Fire Safety Survey Project

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			4,992					4,992
APR.			4,992					4,992
MAY			4,992					4,992
JUNE			4,992					4,992
JULY			4,992					4,992
AUG.			4,992					4,992
SEPT.			5,238					5,238
OCT.			5,238					5,238
NOV.			5,238					5,238
DEC.			5,238					5,238
JAN.			5,238					5,238
FEB.			5,238					5,238
TOTAL			61,380					61,380

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			3,936	1,056			4,992
APR.			3,936	1,056			4,992
MAY			3,936	1,056			4,992
JUNE			3,936	1,056			4,992
JULY			3,936	1,056			4,992
AUG.			3,936	1,056			4,992
SEPT.			4,134	1,104			5,238
OCT.			4,134	1,104			5,238
NOV.			4,134	1,104			5,238
DEC.			4,134	1,104			5,238
JAN.			4,134	1,104			5,238
FEB.			4,134	1,104			5,238
TOTAL			48,420	12,960			61,380

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

THOMAS A. PETERSON
CITY MANAGER
Name and Title of Authorized Official

Thos. A. Peterson
Signature

4/5/79
Date

For CETA Approval Only:

Jack A. Boyer
Accountant

3-12-79
Date

Principal Administrative Analyst

3-18-79
Date

(10-78)

POSITION LISTING

TITLE VI PROJECTS

CITY OF WOODLAND

HOME FIRE SAFETY SURVEY PROJECT

	POSITION		SALARY 3-1-79 to 2-29-80	BENEFITS	TOTAL
Six	Fire Safety Surveyor				
	6 mos @ 656/176		$23,616	$ 6,336	$29,952
	6 mos @ 689/184		24,804	6,624	31,428
		Total	$48,420	$12,960	$61,380

Micro Fiohed

PROJECT NARRATIVE

Description of Additional Goals Achieved with Extra Positions

The Fire Department of the City of Woodland originally requested funding for four (4) positions to use in 2 teams of two (2) members to conduct home fire safety surveys on a door to door basis. It was estimated that the entire city could be covered once in one year by these two teams. With the addition of two more positions, a third survey team would be created, allowing time for "call backs" in cases where no one was at home or special appointments could be made for families at a time most convenient for them.

Because each survey team must consist of at least two members in order to conduct surveys, these two additional members would allow for more orderly and efficient functioning of the project when a team member is absent from work due to illness or vacation.

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Thos. A. Peterson
CITY MANAGER
SUBGRANTEE Authorized Signature and Title

4/5/79
Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK

MODIFICATION FORM

EQUEST FOR PROGRAM MODIFICATION 79-93 DATE 3-13-79

itle: Title VI Projects | Modification Number | Contract Number

rogram: Yolo County Superintendent of Schools Title VI Project | 001 | 79-45

hanges herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $12,864 [ ] Decreased by $

he above number contract is to be modified as follows: (Attach support documents)

ENERAL INTENT

M.O.V.E. Project's Title VI Project has been approved for an additional position. The intent of this modification is to add funds to the existing contract to cover the costs of this additional position.

FILED

APR 11 1979

PETER McNAMEE, Clerk
By Richie Hughans
DEPUTY

Micro Fiched

ODIFICATION

The attached budget and position listing supersede those in the current contract. The attached Project Narrative is also added to the contract. The attached Special Conditions are also added to the contract.

$52,680
ew grand total and fixed price

Jack L. Pitt 4-4-79
Signature of program operator Date

Recommendation and/or comments by staff:

[X] Approve [ ] Disapprove

Recommendation of the MAPC [ ] Approve [ ] Disapprove

CTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy A. Marchand 3-21-79
Authorized Official Date

MAR 1 - 1979
Effective date of modification

500 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

Project

[ ] ORIGINAL [X] REVISION NO. 001 DATE 3-13-79

Subgrantee Name and Address:

Yolo County Superintendent of Schools - Project MOVE

423 Main Street

Woodland, CA 95695

Contact Person Walter Howering

Phone 666-0925 Contract No. 79-45

Period: From 3-1-79 To 2-29-80

Program Name Title VI Project

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			4,319					4,319
APR.			4,319					4,319
MAY			4,319					4,319
JUNE			4,319					4,319
JULY			4,319					4,319
AUG.			4,319					4,319
SEPT.			4,461					4,461
OCT.			4,461					4,461
NOV.			4,461					4,461
DEC.			4,461					4,461
JAN.			4,461					4,461
FEB.			4,461					4,461
TOTAL			52,680					52,680

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			2,991	1,328			4,319
APR.			2,991	1,328			4,319
MAY			2,991	1,328			4,319
JUNE			2,991	1,328			4,319
JULY			2,991	1,328			4,319
AUG.			2,991	1,328			4,319
SEPT.			3,117	1,344			4,461
OCT.			3,117	1,344			4,461
NOV.			3,117	1,344			4,461
DEC.			3,117	1,344			4,461
JAN.			3,117	1,344			4,461
FEB.			3,117	1,344			4,461
TOTAL			36,648	16,032			52,680

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

JESUS M MORENO Project Director — 3-12-79

Name and Title of Authorized Official — Date

Accountant — Date

Signature — 4-3-79

Date

Principal Administrative Analyst — 3-13-79

Date

(10-78)

POSITION LISTING

TITLE VI PROJECTS

YOLO COUNTY OFFICE OF EDUCATION
M.O.V.E. PROJECT

TITLE VI PROJECT

	POSITION		SALARY 3-1-79 to	BENEFITS 2-29-80	TOTAL
One	Senior Manpower Information Technician				
	6 mos @ 771/281		$ 4,626	$ 1,686	$ 6,312
	6 mos @ 804/288		4,824	1,728	6,552
Three	Manpower Information Technician				Micro Fiched
	6 mos @ 740/349		13,320	6,282	19,602
	6 mos @ 771/352		13,878	6,336	20,214
Four		Total	$36,648	$16,032	$52,680

PROJECT NARRATIVE

DESCRIPTION OF ADDITIONAL GOALS TO BE ACHIEVED BY THIS PROJECT

With the addition of a Manpower Information Specialist to Project M.O.V.E.'s Title VI Special Projects proposal, the overall program would be enhanced in the following ways:

1. *Provide increased coordination of the Project (VI) activities through closer supervision, direction, program monitoring and evaluation.*

2. *Expand the scope of employer surveys by an additional 80.*

3. *Expand the Community Education Objective by organizing monthly round-table discussion groups with 5 - 10 employers to provide increased opportunities for open communication regarding employment and training needs, as well as areas of employer concerns. Each group would be a homogeneous selection of employers in order to join a more comprehensive identification of needs in that particular field.*

Micro Fiched

The following rationale is cited to support the need for each of the tasks listed above:

1. *Increased supervision and related duties would insure greater overall program effectiveness and successful completion of program goals.*

2. *An increase in the number of employers surveyed adds greater credibility, validity, as well as a more comprehensive data base, providing a more accurate picture of the Yolo County Labor Market.*

3. *It has been noted by researchers that many times employers are unwilling or unable to free themselves long enough on their own work site to give adequate attention ot individuals conducting a survey. An invitation to another location, in a pleasant environment, over a cup of coffee, provides the setting to better facilitate the open sharing of needs, problems and concerns.*

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiohed

Jack L. Potter — April 2, 1979

SUBGRANTEE Authorized Signature and Title — Date

BK

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION EDD Reg # 7900A493 Amendment #1.

MODIFICATION FORM

QUEST FOR PROGRAM MODIFICATION	79-94	DATE 3-13-79
tle: Title VI Projects ogram: State of California Dept. of Mental Health Personnel Services/Delivery	Modification Number 001	Contract Number 79-36

anges herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $ 13,197 ☐ Decreased by $ _____

e above number contract is to be modified as follows: (Attach support documents)

NERAL INTENT

This existing project has been approved for an additional position of Management Services Technician PSE. One intent of this modification is to increase funds in the contract to cover this position. A second reason for increase of funds is to correct an error in a job description in the original project. An Office Assistant I was requested, but the duties required corresponded to an Office Assistant II. Additional funds are requested to upgrade this position.

FILED

APR 2 5 1979

Micro Fiched

PETER McNAMEE, Clerk
By Lucie Mayabana
DEPUTY

DIFICATION

The attached budget and position listing reflect the increased costs of one additional Management Services Technician and the upgrading of an Office Assistant I position to an Office Assistant II. These will replace the budget and position listing in the current contract. The attached Project Narrative is also added to the contract. The attached Special Conditions are also added to the contract.

APR 1 6 1979

L. L. Jimenez
$33,729 Chief, Public Employment Section
w grand total and fixed price State CETA Office Signature of program operator Date

ecommendation and/or comments by staff: ☒ Approve ☐ Disapprove

ecommendation of the MAPC ☐ Approve ☐ Disapprove

TION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

3-21-79 FEB 1 - 1979

500 [redacted]st Street, Woodland, CA 9569[redacted]

CETA TITLE VI OPERATING BUDGET

Project

[ ] ORIGINAL [X] REVISION NO. 001 DATE 3-13-79

Subgrantee Name and Address:
State CETA Office
711 N Street
Sacramento, CA 95814

Contact Person Cynde Jackson
Phone 322-8982 Contract No. 79-36
Period: From 2-1-79 To 1-31-80
Program Name Personnel Services/Delivery System

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
FEB.			972					972
MAR.			2,913					2,913
APR.			2,913					2,913
MAY			2,913					2,913
JUNE			2,913					2,913
JULY			3,015					3,015
AUG.			3,015					3,015
SEPT.			3,015					3,015
OCT.			3,015					3,015
NOV.			3,015					3,015
DEC.			3,015					3,015
JAN.			3,015					3,015
TOTAL			33,729					33,729

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
FEB.			833	139			972
MAR.			2,392	521			2,913
APR.			2,392	521			2,913
MAY			2,392	521			2,913
JUNE			2,392	521			2,913
JULY			2,472	543			3,015
AUG.			2,472	543			3,015
SEPT.			2,472	543			3,015
OCT.			2,472	543			3,015
NOV.			2,472	543			3,015
DEC.			2,472	543			3,015
JAN.			2,472	543			3,015
TOTAL			27,705	6,024			33,729

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND AT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L. L. Jimenez
Chief, Public Employment Section
State CETA Office

e and Title of Authorized Official

Jimenez APR 16 1979

grature Date

For CETA Approval Only:

Jack A. Cooper 3-12-79
Accountant Date

Principal Administrative Analyst 3-12-79 Date

(10/78)

POSITION LISTING

TITLE VI PROJECTS

STATE CETA OFFICE FOR

STATE OF CALIFORNIA
DEPARTMENT OF MENTAL HEALTH

PERSONNEL SERVICES/DELIVERY

	POSITION	SALARY 2-1-79	BENEFITS to 1-31-80	TOTAL
One	Staff Services Analyst			
	12 mos @ 833/139	$ 9,996	$1,668	$11,664
One	Office Assistant II PSE			
	4 mos @ 750/109	3,000	436	3,436
	7 mos @ 806/118	5,642	826	6,468
	(7.5% cost of living increase on July 1, 1979)			
One	Management Service Technician PSE			Micro Fiched
	4 mos @ 809/273	3,236	1,092	4,328
	7 mos @ 833/286	5,831	2,002	7,833
	(7.5% cost of living increase on July 1, 1979)			
Three	Total	$27,705	$6,024	$33,729

PROJECT NARRATIVE

STAFF AUGMENTATION

1. Management Services Technician

Unit: Manpower, Department of Mental Health

Justification: In the reorganization of the former Department of Health from which the Department of Mental Health was formed on July 1, 1978, there were no budgeted positions authorized to the Department to conduct manpower functions to facilitate the employment of unemployed, underemployed, disabled and individuals from other minority groups that have traditionally been denied opportunities for employment within State agencies. What manpower functions which did exist were conducted for the Department of Mental Health, on a contractual basis, by the Department of Developmental Services (Appendix A) which currently has a staff of eight individuals.

Since July 1978, all of the Department's manpower functions have been conducted by only one individual, functioning as a Staff Services Analyst within the Personnel Management Section with the Department, which is a CETA position currently funded by Yolo county; however, because of the magnitude of the extent, and the different types of manpower functions which are necessary to be performed in order to establish the Manpower Unit for the Department of Mental Health, current staffing is inadequate.

Micro Fiched

The one additional Analyst position now being requested is necessary to ensure the accomplishment of the major functions of the Manpower Unit, and to ensure that it will be sufficently self-sustaining at the termination of the CETA contract period. The following is a list of additional and expanded tasks that will be accomplished with the Department's employment of the additional member:

A. Expansion of Manpower program to place the appropriate emphasis on aspects of the program to enchance the employment of the disabled by:

   1. Coordinating with the Management Information Unit of the State Personnel Board, and the Mental Health Data Processing Section to produce a series of documents adequately identifying the various position and vacancies within the Department that can be utilized for possible placement of Manpower Program participants for on-the-job training and employment.

   2. Coordinating with the Affirmative Action Office of the Department of Mental Health to identify the actual and potential employment and on-the-job training positions that can be utilized for the disabled Manpower program participants.

Justification for change of authorization clerical position from one Office Assistant I (Typing) to one Office Assistant II (Typing/ Word Processing Technician):

It has also been determined that the Office Assistant I position, which has already been approved, is not adequate to provide all the necessary clerical support for the project. A requirement for the clerical function is the ability to utilize electronic word processing equipment. The characteristics of such equipment is the ability to record, revise and store information on some form of magnetic media for subsequent output in varying formats. The utilization of this equipment is necessary to accomplish a necessary element of the project associated with our recruitment function. The individual authorized to perform the clerical function will prepare on magnetic disc, tape or cards, a series of standard format letters to be utilized in providing information and responding to requests and queries regarding participation in Manpower Programs associated with the project. These format letters will be revised, corrected and updated as necessary by the individual assigned the clerical function for the project. Once complete, the recruitment letters could then be produced by the Department's regular word processing technician. The fact that there is only one word processing technician budgeted and authorized for Headquarters function for the Department of Mental Health precludes this function from being performed by existing personnel.

Micro Fiched

Since various regulations would not permit an individual to perform work for which they would not receive appropriate compensation, it is necessary that level of the clerical position required for the project be at least equivalent to the salary level of a Word Processing Technician. The Office Assistant II has an equivalent salary as a word processing technician I. Thus, it is requested that the original allocation for an Office Assistant I (Typing) be revised to be an Office Assistant II, Range B (Typing).

To be consistent with the civil service specification, Office Assistant II, Range B, is being requested because of the intent to have the clerical perform most of her typing from a dictation machine. This is a necessary requirement because of our intention to recruit a disabled individual for the Management Series Technician (MST) position.

Salary:	$750	6 months	(SISA)
	$783	6 months	(SISA)

See job description for clerical position

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

SUBGRANTEE Authorized Signature and Title

L. L. Jimenez
Chief, Public Employment Section
State CETA Office

APR 1 6 1979

Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Book

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION

AGREEMENT NO. 79-95

DATE 3-13-79

Title: Title VI Projects
Program: University of California at Davis Ecological Surveys of California Streams

Modification Number 001

Contract Number 79-39

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [X] Decreased by $ 40,152

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The general intent of this modification is to move four (4) Laboratory Trainees assigned to this contract over to another project at U. C. Davis - Biological Control of Funds for projects at U. C. Davis will neither increase or decrease overal this modification.

FILED

APR 16 1979

PETER McNAMEE, Clerk
By Lucie Mayberry
DEPUTY

RECEIVED
MAY 23 1979
SYETA

Micro Fiched

MODIFICATION

The attached budget and position listing, showing a decrease of funds to this project supersede those currently in the contract. The attached Special Conditions are also added to the contract.

$20,076
New grand total and fixed price

Signature of program operator

4/3/79
Date

Recommendation and/or comments by staff:

[X] Approve [ ] Disapprove

Recommendation of the MAPC

[ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer

MAR 21 1979
Date

5-1-79
Effective date of modificatio

50[illegible] irst Street, Woodland, CA 95[illegible]

CETA TITLE VI OPERATING BUDGET

Project

[ ] ORIGINAL [X] REVISION NO. _____ DATE 3-13-79

Subgrantee Name and Address:
University of California at Davis
312 Mrak Hall
Davis, CA 95616

Contact Person Emily Mast
Phone 752-7300 Contract No. 79-39
Period: From 3-1-79 To 2-29-80
Program Name Ecological Surveys of California Streams

Micro Fished

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			1,636					1,636
APR.			1,636					1,636
MAY			1,636					1,636
JUNE			1,636					1,636
JULY			1,636					1,636
AUG.			1,636					1,636
SEPT.			1,710					1,710
OCT.			1,710					1,710
NOV.			1,710					1,710
DEC.			1,710					1,710
JAN.			1,710					1,710
FEB.			1,710					1,710
TOTAL			20,076					20,076

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			1,362	274			1,636
APR.			1,362	274			1,636
MAY			1,362	274			1,636
JUNE			1,362	274			1,636
JULY			1,362	274			1,636
AUG.			1,362	274			1,636
SEPT.			1,424	286			1,710
OCT.			1,424	286			1,710
NOV.			1,424	286			1,710
DEC.			1,424	286			1,710
JAN.			1,424	286			1,710
FEB.			1,424	286			1,710
TOTAL			16,716	3,360			20,076

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

X _____
Name and Title of Authorized Official

X _____ APR 2 - 1979
Signature Date

For CETA Approval Only:

_____ 3-12-79
Accountant Date

_____ 3-13-79
Principal Administrative Analyst Date

[illegible] (10-78)

POSITION LISTING

TITLE VI PROJECTS

UNIVERSITY OF CALIFORNIA AT DAVIS

ECOLOGICAL SURVEY OF CALIFORNIA STREAMS

	POSITION	SALARY 3-1-79	BENEFITS to 2-29-80	TOTAL
Two	Laboratory Assistant I Trainee			
	6 mos @ 681/137	$ 8,172	$1,644	$ 9,816
	6 mos @ 712/143	8,544	1,716	10,260
	Total	$16,716	$3,360	$20,076

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

SUBGRANTEE Authorized Signature and Title

7/2/79
Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BOOK

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION

AGREEMENT NO. 79-96

DATE 3-13-79

Title: Title VI Projects

Program: University of California at Davis Biological Control of Mosquitoes

Modification Number 001

Contract Number 79-43

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 40,152 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The general intent of this modification is to move four (4) Laboratory Trainees assigned to another U. C. Davis Project, Ecological Survey of California Streams, over to this project. Funds for projects at U. C. Davis will neither increase or decrease overall as a result of this modification.

FILED

APR 16 1979

PETER McNAMEE, Clerk

By RICKIE MIYAHANA Deputy

MODIFICATION

The attached operating budget and position listing showing an increase in funds for this project replace the ones currently in the contract. The attached Special Conditions are also added to the contract.

Micro Fiched

$70,265
New grand total and fixed price

Signature of program operator / Date 4/2/79

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer MAR 21 1979 Date

3-1-79
Effective date of modificatio

500 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

Project

[ ] ORIGINAL [X] REVISION NO. 001 DATE 3-13-79

Subgrantee Name and Address:

University of California at Davis
312 Mrak Hall
Davis, CA 95616

Contact Person Emily Mast
Phone 752-7300 Contract No.
Period: From 3-1-79 To 2-29-80
Program Name Biological Control of Mosquitoes

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			5,726					5,726
APR.			5,726					5,726
MAY			5,726					5,726
JUNE			5,726					5,726
JULY			5,726					5,726
AUG.			5,726					5,726
SEPT.			5,985					5,985
OCT.			5,985					5,985
NOV.			5,985					5,985
DEC.			5,985					5,985
JAN.			5,985					5,985
FEB.			5,985					5,985
TOTAL			70,266					70,266

Micro Fished

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			4,767	959			5,726
APR.			4,767	959			5,726
MAY			4,767	959			5,726
JUNE			4,767	959			5,726
JULY			4,767	959			5,726
AUG.			4,767	959			5,726
SEPT.			4,984	1,001			5,985
OCT.			4,984	1,001			5,985
NOV.			4,984	1,001			5,985
DEC.			4,984	1,001			5,985
JAN.			4,984	1,001			5,985
FEB.			4,984	1,001			5,985
TOTAL			58,506	11,760			70,266

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official — 4/1/79

Accountant — 3-12-79 Date

Signature — Date

Principal Administrative Analyst — 3-12-79 Date

(10-78)

POSITION LISTING

TITLE VI PROJECTS

UNIVERSITY OF CALIFORNIA AT DAVIS

BIOLOGICAL CONTROL OF MOSQUITOES

	POSITION		SALARY 3-1-79	BENEFITS to 2-29-80	TOTAL
Seven	Laboratory Assistant I Trainee				
	6 mos @ 681/137		$28,602	$ 5,754	$34,356
	6 mos @ 712/143		29,904	6,006	35,910
		Total	$58,506	$11,760	$70,266

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

9. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

SUBGRANTEE Authorized Signature and Title

4/2/79
Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION — AGREEMENT NO. 79-97 — DATE 3-13-79

Title: Title VI Projects	Modification Number	Contract Number
Program: Diogenes Youth Services Youth Survey Needs Assessment	001	79-30

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 1,560 [ ] Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The original agreement did not include funds for mileage as a fringe benefit. The intent of this modification is to add funds to cover the mileage for two positions at 500 miles per month and 14 cents per mile for each position. The term of contract also needs to be modified to coincide with the actual date of hiring of the participants.

FILED

APR - 6 1979

PETER McNAMEE, Clerk
By Deputy

MODIFICATION

The attached budget and position listing supersede those in the current contract. Further, the term of the contract is changed to March 15, 1979 to March 14, 1980. The attached Special Conditions are also added to the contract.

Micro Fiched

$28,314
New grand total and fixed price

4-4-79
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Betsy U. Marshall 3-21-79
Signature of authorized officer Date

MAR 15 1979
Effective date of modification

POSITION LISTING

TITLE VI PROJECTS

DIOGENES YOUTH SERVICES

YOUTH NEEDS ASSESSMENT SURVEY

	POSITION		SALARY 3-15-79	BENEFITS to 3-14-80	TOTAL
One	Survey Coordinator				Micro Fiched
	6 mos @ 800/105		$ 4,800	$ 630	$ 5,430
	6 mos @ 815/105		4,890	630	5,520
One	Research Assistant				
	6 mos @ 700/101		4,200	606	4,806
	6 mos @ 715/101		4,290	606	4,896
One	Clerk Typist				
	6 mos @ 600/31		3,600	186	3,786
	6 mos @ 615/31		3,690	186	3,876
Three		Total	$25,470	$2,844	$28,314

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Exec Dir — 4-4-79

SUBGRANTEE Authorized Signature and Title — Date

MAR 27 1979
PETER McNAMES, Clerk
By

AGREEMENT NO. 79-98

(Agreement For Disposition of Excess Highway Property)

This Agreement made and executed this day of 1979, by and between the County of Yolo hereafter called "County" and Vincent Frugoli of West Sacramento, hereafter called "Purchaser".

WITNESSETH:

WHEREAS, Purchaser has erroneouly constructed a portion of a building on his premises partly in the road right of way belonging to County, and

WHEREAS, the physical design of the road is not interferred with by said building, and

WHEREAS, a just and equitable solution is desired by both parties,

Micro Fiched

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and the performance thereof, it is mutually agreed as follows:

(1) The County agrees to sell to Purchaser that certain real property situated in the County of Yolo described as being the north eight and one-half feet of the right of way adjacent to Parcel 9-780-05. The premises are to be conveyed only after proceedures before the Yolo Planning Commission and Board of Supervisors including the 65402 process;

(2) Purchaser agrees to pay for said real property the sum of $3770.60 plus any closing costs and any costs incurred by the County to conclude this Agreement;

(3) Purchaser agrees to deposit at or before the time of execution of this Agreement $3770.60 plus $450.00 and that this

Agreement will remain in full force and effect until such time as the County delivers to Purchaser a Deed for the subject real property;

(4) Purchaser agrees to assume all risk of damage to or loss of any improvements on said properties for the term of this Agreement and that no such damage or loss shall constitute a failure of consideration.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed by their respective officers.

Micro Fiched

Purchaser

Dated: 3-20-79

Approved as to form

By _____
Charles A. Mack
County Counsel

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Recommended for Approval

By _____
3-27-79

RECEIVED
APR 26 1979
PETER McNAMEE, Clerk
By _____ Deputy

FILED
APR 26 1979
PETER McNAMEE, Clerk
By _____ Deputy

AGREEMENT NO. 79-90

(Sublease of Real Property)

This sublease of Real Property made and entered into this 20th day of March, 1979 by and between the COUNTY OF YOLO, political subdivision of the State of California, hereinafter designated as SUBLESSOR, and the MADISON COMMUNITY SERVICE DISTRICT, a political subdivision of the State of California, hereinafter designated as SUBLESSEE,

W I T N E S S E T H

Micro Fiched

RECITALS:

1. ESPARTO UNIFIED SCHOOL DISTRICT, as LANDLORD, and SUBLESSOR, as TENANT, entered into a written lease agreement dated November 2, 1978 (hereinafter referred to as the MASTER LEASE and attached hereto and incorporated herein as Exhibit "A").

2. SUBLESSOR desires to sublet the premises described in the MASTER LEASE to SUBLESSEE.

AGREEMENTS:

1. Term. The term of this lease should commence on February 13, 1979, and shall terminate on September 30,1979.

2. Rent. SUBLESSEE shall pay the sum of one dollar ($1.00) to SUBLESSOR, payable on the effective date of this agreement.

3. Assumption Agreement.

a. SUBLESSEE assumes and agrees to perform all the obligations and covenants required by the MASTER LEASE to be kept or performed by SUBLESSOR.

b. SUBLESSEE covenants and agrees to use the premises for the purpose stated in the MASTER LEASE, and to surrender the leased premises on expiration of the term in as good of condition as they now are, reasonable wear and tear excepted.

c. SUBLESSOR agrees to maintain the MASTER LEASE

during the entire term of this sublease subject, however, to any earlier termination of the MASTER LEASE without the fault of SUBLESSOR.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

SUBLESSOR

COUNTY OF YOLO, a political subdivision of the State of California

By Bill A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

ATTEST:

PETER McNAMEE, CLERK

By Pete E. Lucas
(Deputy)

(SEAL)

SUBLESSEE

MADISON COMMUNITY SERVICE DISTRICT, a political subdivision of the State of California

By Ruby Neibel

TITLE Asst. Manager

"EXHIBIT A"

FILED
JAN 29 1979

AGREEMENT NO. 79-16

(Lease of Real Property)

THIS AGREEMENT is made on November 2, 1978 between the ESPARTO UNIFIED SCHOOL DISTRICT, a policial subdivision of the State of California ("LANDLORD"), and the COUNTY OF YOLO, a political subdivision of the State of CAlifornia ("TENANT"), who agree as follows:

RECITALS:

This agreement is made with reference to the following facts and objectives:

Micro Fiched

1. LANDLORD owns certain property located within the unincorporated community known as Madison, County of Yolo.

2. TENANT desires to make said property available to nearby residents for recreational purposes.

3.LANDLORD is willing to permit said usage subject to certain terms and conditions.

AGREEMENTS:

IT IS AGREED between the parties as follows:

1. Lease. LANDLORD leases to TENANT and TENANT leases from LANDLORD the following described property located in the unincorporated community known as Madison, County of Yolo, State of California:

Approximately 2.203 acres of land within the community of Madison, said property being bounded by Main Street on the north, Scott Street on the east, Quincy Street on the south, and Stephens Street on the west, said property being more fully described as Lots 1 through 32 inclusive, Block 14, Madison, Yolo County.

2. Term. The term of this lease shall commence on October 1, 1978, and shall terminate on September 30, 1979.

3. Rent. TENANT shall pay the sum of ONE DOLLAR ($1.00)

to LANDLORD, by County Warrant, payable in advance, effective on the date this agreement is approved by LANDLORD.

4. Use. The real property described in this lease shall be developed as a public park for recreational uses and other uses reasonably related thereto. TENANT shall provide LANDLORD with a description of improvements to be made to premises and planned activities to be conducted on said premises.

5. Preparation of Premises. TENANT acknowledges that on the commencement of the term of this agreement that there will be rubble remaining on the premises as a result of the previous demolishment of a school building that was previously situated therein. TENANT agrees that this rubble will be removed from the premises at no cost to LANDLORD.

Micro Filmed

6. Assignment and Subletting. LANDLORD agrees that TENANT may assign this lease and sublet the described property to the Madison Community Services District.

7. Landlord's and Tenant's Right to Terminate Lease. The term of this lease agreement may be terminated by either party hereto upon six (6) months written notice to the other party.

8. Renewal Option. LANDLORD hereby grants to TENANT an option to extend the term on all provisions contained in this agreement for a two (2) year period commencing on October 1, 1979. The option granted herein must be exercised by TENANT by delivery to LANDLORD of written notice of exercise of option not later than September 1, 1979.

9. Alterations. LANDLORD grants to TENANT the right to make improvements to the leased property deemed necessary by TENANT to develop the premises as a suitable public recreational park.

10. Indemnity. TENANT shall hold LANDLORD harmless from all liability for any damages to any person or property arising out of occupation of the premises by TENANT or any subtenant, except that LANDLORD shall be liable to TENANT for damages resulting from the acts or omissions of LANDLORD or its authorized

///

///

representatives. LANDLORD shall hold TENANT harmless from all liability arising out of any such damage. A party's obligation under this paragraph to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

Micro Fiched

11. Public Liability and Property Damage Insurance. TENANT at its cost shall maintain public liability and property damage insurance with liability limits of not less than $100,000 per person and $300,000 per occurrence, and property damage limits of not less than $50,000 per occurrence, insuring against all liability of TENANT and its authorized representatives arising out of and in connection with TENANT's use or occupancy of the premises. All public liability insurance, and property damage insurance shall insure performance by TENANT of the indemnity provisions of paragraph 10.

12. Payment of Administrative Expenses. TENANT shall be responsible for preparing and processing required environmental assessment documents related to converting planned usage of subject premises to recreational purposes; and, said preparation and processing of environmental documents shall be done by TENANT at no expense to LANDLORD.

13. Publication of Legal Notices. TENANT shall reimburse LANDLORD for costs of publishing legal notices required to execute this lease.

14. Notices. All notices to be given may be given in writing by depositing the same in the United States mail, postage prepaid, and addressed to the parties as follows:

LANDLORD: Superintendent
Esparto Unified School District
Route 1, Box 182
Esparto, CA 95627

TENANT: Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, CA 95695

15. Conditional Limitations. Each term and provision of this lease performable by LANDLORD and TENANT shall be construed to be both a covenant and a condition.

16. Paragraph Headings. The headings and numbers used for paragraphs in this lease are for convenience and reference only and shall not be construed to alter, affect, modify, or define the paragraphs themselves, or the meaning thereof.

Micro Fiched

17. Binding on Successors. The terms, covenants, and provisions of this lease shall apply to and bind the successors in interests and assigns, if any, of both the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD

ESPARTO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California

BY Edward R. Travers

TITLE District Superintendent

ATTEST:
PETER McNAMEE, CLERK

BY _____ (Deputy)

(SEAL)

TENANT

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

FILED

MAR 28 1979

PETER McNAMEE, Clerk

By _____ Deputy

Yolo County
Agreement No. 79-100

AGREEMENT

This application is filed with the understanding and the agreement of the applicant herein that a Certificate of Consent to Self-Insure, if granted, will be accepted subject to the authority of the Director of Industrial Relations to prescribe the rules and regulations upon which said Certificate of Consent to Self-Insure shall be granted or continued and subject to the full right and authority of the said Director of Industrial Relations to prescribe new and additional rules and regulations. It is further agreed that, following revocation or invalidation of said certificate, the applicant will pay fees and expenses as provided in the rules and regulations.

I, BETSY A. MARCHAND (Print or Type), *the undersigned, certify under penalty of perjury, that I am acquainted with the affairs of said applicant employer to which the representations and statements set forth in the foregoing application, attachments, exhibits, and addenda relate; that I have read said application, attachments, exhibits, and addenda, know the contents thereof and that said representations and statements therein contained are true to the best of my knowledge, information, and belief.*

Subscribed and sealed at WOODLAND, *this* 27th *day of* MARCH 19 79

Attest: PETER McNAMEE, Clerk

By _____ Clerk Signature DEPUTY

X Betsy A. Marchand
Signature (Authorized by Resolution)

Title CHAIRMAN, BOARD OF SUPERVISORS

(SEAL OF APPLICANT)*

Micro Fiched

RESOLUTION
(Minute Order No. 79-239)
(Item 5, excerpt.)

Attach copy(ies) of Governing Body's Resolution or minutes of the meeting whereby self-insured status for workers compensation liabilities was authorized and that certain persons (by job title) were authorized to act for the Body in this regard.

I, X Peter McNamee (Print of Type), the undersigned Clerk of the said County of Yolo a public entity, hereby certify that I am the Clerk of the said public entity, that the foregoing is a full, true and correct copy of the resolution duly passed by the Board of Supervisors (Authority--Governing Body), thereof at a meeting of said authority held on the day and at the place therein specified, and that said resolution has never been revoked, rescinded, or set aside, and is now in full force and effect.

IN WITNESS WHEREOF, I HAVE SIGNED BY NAME AND AFFIXED THE SEAL OF THIS

Board of Supervsiors (entity) THIS 28th DAY OF March, 19 79

PETER McNAMEE, Clerk

(SEAL OF APPLICANT)* SIGNATURE X _____ DEPUTY

Approved as to Form
Dated _____

County Counsel of Yolo County

*Note seal is required to be affixed twice.

-2-

A 4-61
January 1979

DEPARTMENT OF INDUSTRIAL RELATIONS
Self-Insurance Plans
1006 Fourth Street, Room 8-B
Sacramento, California 95814

DEPARTMENT OF INDUSTRIAL RELATIONS
SELF-INSURANCE PLANS

APPLICATION FOR A CERTIFICATE OF CONSENT TO SELF-INSURE

for Public Entities

Read instructions before completing.
All questions must be answered. If not applicable use symbol N/A.
Workers' Compensation Insurance must be maintained until certificate is effective.

To the Director of Industrial Relations

The undersigned, an employer, hereby applies for a Certificate of Consent to Self-Insure the payment of Workers'Compensation as provided by Section 3700, Labor Code of California.

The following information is submitted, under penalty of perjury, for the purpose of procuring a Certificate of Consent to Self-Insure, which may be given upon proof, satisfactory to the Director of Industrial Relations, of ability to self-insure and to pay compensation that may become due to employees.

1. Official Name of Applicant COUNTY OF YOLO
   (Show name exactly as it is in the Charter of other official documents)
2. Principal office address (include county) COURTHOUSE, YOLO COUNTY, WOODLAND, CA 95695
3. Person in charge of Self Insurance Program COUNTY ADMINISTRATIVE OFFICER
4. Type of Public Entity GENERAL LAW COUNTY
   (Chartered City, General Law City, Special District, etc.)
5. Joint Pooling or Joint Powers Agreement: Yes [X] No [ ] Micro Fiched
   If a Member provide:
   Effective Date of JPA Membership March 15, 1979 Prior JPA Membership Yes [ ] No [X]
   JPA Entity Name YOLO COUNTY PUBLIC AGENCY RISK MANAGEMENT INSURANCE AUTHORITY
   Name of JPA Manager MR. TOM BRIGGIN; WARREN,McVEIGH & GRIFFIN
   Address 1700 Montgomery St.,San Francisco CA9411 Telephone (415) 433-6974
6. Currently insured? Yes [X] No [ ]
   If yes: Current Yearly Premium (FY) 372,058 (i.e. 77/78 Audit)
7. Current Yearly Incurred Losses (FY) 63,809 (i.e. 77/78 Period)
   Paid and Unpaid Liability
8. Claims Self-Administered? Yes [ ] No [X]
   If yes: Name of individual Claims Administrator
   Address Telephone
9. Claims Agency Administered? Yes [X] No [ ]
   If yes: Name of Agency G.A.B. BUSINESS SERVICES, INC.
   Address of Agency 2716 "Y" Street, P.O. Box Drawer 1317, Sacto., CA 95806
   Telephone (916) 457-5781
10. Total Number of Employees: 1,138
11. Number of Public Safety Officers (Law enforcement, policemen, firemen, etc.) 130
12. Name of Individual responsible for safety and accident prevention.
    Name Mr. David D. Rowlands, Jr. Title County Administrator
    Address Yolo County Courthouse, Room 202 Telephone (916) 666-8391
    Woodland, CA 95695

Yolo County
Agreement No. 79-100

AGREEMENT

This application is filed with the understanding and the agreement of the applicant herein that a Certificate of Consent to Self-Insure, if granted, will be accepted subject to the authority of the Director of Industrial Relations to prescribe the rules and regulations upon which said Certificate of Consent to Self-Insure shall be granted or continued and subject to the full right and authority of the said Director of Industrial Relations to prescribe new and additional rules and regulations. It is further agreed that, following revocation or invalidation of said certificate, the applicant will pay fees and expenses as provided in the rules and regulations.

I, BETSY A. MARCHAND (Print or Type), *the undersigned, certify under penalty of perjury, that I am acquainted with the affairs of said applicant employer to which the representations and statements set forth in the foregoing application, attachments, exhibits, and addenda relate: that I have read said application, attachments, exhibits, and addenda, know the contents thereof and that said representations and statements therein contained are true to the best of my knowledge, information, and belief.*

Subscribed and sealed at WOODLAND, *this* 27th *day of* MARCH *19* 79

Attest: PETER McNAMEE, Clerk

X By: Pete E. Isaac DEPUTY
Clerk Signature

X Betsy A. Marchand
Signature (Authorized by Resolution)
3-28-79

Title CHAIRMAN, BOARD OF SUPERVISORS

(SEAL OF APPLICANT)*

Micro Fiched

RESOLUTION

(Minute Order No. 79-239)
(Item 5, excerpt.)

Attach copy(ies) of Governing Body's Resolution or minutes of the meeting whereby self-insured status for workers compensation liabilities was authorized and that certain persons (by job title) were authorized to act for the Body in this regard.

I, X PETER McNAMEE (Print of Type), the undersigned Clerk of the said County of Yolo

a public entity, hereby certify that I am the Clerk of the said public entity, that the foregoing is a full, true and correct copy of the resolution duly passed by the Board of Supervisors (Authority--Governing Body), thereof at a meeting of said authority held on the day and at the place therein specified, and that said resolution has never been revoked, rescinded, or set aside, and is now in full force and effect.

IN WITNESS WHEREOF, I HAVE SIGNED BY NAME AND AFFIXED THE SEAL OF THIS

Board of Supervisors (entity) THIS 28th DAY OF March, 19 79

PETER McNAMEE, Clerk

(SEAL OF APPLICANT)* SIGNATURE: X By: Pete E. Isaac DEPUTY

Approved as to Form
Dated March 28, 1979
County Counsel of Yolo County

*Note seal is required to be affixed twice.

EXHIBIT I

~~AGREEMENT~~

This application is filed with the understanding ~~and the agreement~~ of the applicant herein that a Certificate of Consent to Self-Insure, if granted, will be ~~accepted~~ subject to the authority of the Director of Industrial Relations to prescribe the rules and regulations upon which said Certificate of Consent to Self-Insure shall be granted or continued and subject to the full right and authority of the said Director of Industrial Relations to prescribe new and additional rules and regulations. ~~In further agreed that, following revocation or invalidation of said certificate, the applicant will pay fees and expenses as provided in the rules and regulations.~~

I, _____, the undersigned, certify under penalty of perjury, that I am acquainted with
(Print or Type)

the affairs of said applicant employer to which the representations and statements set forth in the foregoing application, attachments, exhibits, and addenda relate: that I have read said application, attachments, exhibits, and addenda, know the contents thereof and that said representations and statements therein contained are true to the best of my knowledge, information, and belief.

Subscribed and sealed at _____, this _____ day of _____ 19 _____

Attest: _____
Signature (Authorized by Resolution)

_____
Clerk-Signature

Title _____

(SEAL OF APPLICANT)*

Micro Fiched

RESOLUTION

Attach copy(ies) of Governing Body's Resolution or minutes of the meeting whereby self-insured status for workers compensation liabilities was authorized and that certain persons (by job title) were authorized to act for the Body in this regard.

I, _____, the undersigned Clerk of the said _____
(Print of Type)

a public entity, hereby certify that I am the Clerk of the said public entity, that the foregoing is a full, true and correct copy of the resolution duly passed by the _____, thereof at a meeting of said authority
Authority—Governing Body

held on the day and at the place therein specified, and that said resolution has never been revoked, rescinded, or set aside, and is now in full force and effect.

IN WITNESS WHEREOF, I HAVE SIGNED BY NAME AND AFFIXED THE SEAL OF THIS

_____ THIS _____ DAY OF _____, 19 _____
entity

(SEAL OF APPLICANT)* SIGNATURE: _____

*Note seal is required to be affixed twice.

FILED
MAR 27 1979
PETER McNAMEE, Clerk
By _____ Deputy

FILED

MAR 27 1979

PETER McNAMEE, Clerk

By _____ Deputy

AGREEMENT NO. 79-101
(For Marketing Research)

THIS AGREEMENT made and entered into this 27th day of March, 1979, by and between Drossler Research Corporation, hereinafter referred to as CONSULTANT, and County of Yolo, a Political Subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

1. COUNTY through its East Yolo Health Services Center operates a primary and preventive care clinic, hereinafter referred to as CLINIC, interfaced with traditional components of Public and Mental Health Services, hereinafter referred to as SERVICES, through a federally funded Health Underserved Rural Area Research Project, hereinafter referred to as HURA.

2. CLINIC Management wishes to increase its patient flow from a current 33 patients per day to 50 patients per day, but lacks the available expertise to perform a marketing survey to determine whether the desired increase is realistic, where the untapped potential patient population is, or what changes would have to be made to attract a wider patient population.

Micro Fiched

3. CONSULTANT represents that it has the requisite available expertise to perform the required marketing research.

4. COUNTY and CONSULTANT are, therefore, desirous of entering into a contract for marketing research, hereinafter referred to as RESEARCH.

AGREEMENTS: COUNTY, in consideration of CONSULTANT'S promises contained in hereinafter recited agreements, and CONSULTANT, in consideration of COUNTY's promises contained in hereinafter recited agreements, agree:

1. CONSULTANT's RESEARCH MILESTONES AND OBLIGATIONS:

a. Survey of Target Market Areas; Phases:

/ / / / /

(1) Within three weeks from receipt of authorization to proceed from COUNTY'S herein designated representative, design and produce a questionnaire of attitudes towards and awareness of CLINIC in the general population in CLINIC'S identified target marketing areas; said survey design to be subject to the approval of COUNTY'S herein designated representative prior to production;

(2) Within two weeks of the completion of hereinabove recited Phase "1", complete a telephonic survey of 300 persons drawn utilizing accepted random sampling techniques from the target marketing populations and 50 persons drawn utilizing accepted random sampling techniques from the CLINIC'S current patient population; said survey to utilize the questionnaire developed in hereinabove recited phase "1";

Micro Fiched

(3) Within three weeks of the completion of hereinabove recited phase "2", complete the coding and tabulation of data derived from the hereinabove recited survey;

(4) Within three weeks of the completion of hereinabove recited Phase "3", complete and present to COUNTY'S herein designated representative a report of CONSULTANT'S analysis of the data generated and tabulated during herein above recited phase "1" through "3"; said report of CONSULTANT'S analysis will include as a minimum statistical indicators of the validity of the sample as a predictor of market behavior in the target populations, which statistical indicators conform to generally accepted principles of statistical inference methodology;

b. Patient Base Analysis; Phases:

(1) With sufficient time for CLINIC to prepare a statistical abstract of the current CLINIC patient base, utilizing the hereinafter

described form, before completion of hereinabove recited "survey of target market areas", design and present to COUNTY'S herein designated representative a form for retrieval from patient records of information pertinent to a statistical abstract of the market make-up of the current patient population and written instructions for its use; said form subject to the approval of COUNTY'S herein designated representative; CONSULTANT will also assist in the tabulation of data generated during this phase;

c. Patient satisfaction Survey; Phase: Micro Fiched

(1) By the completion of hereinabove recited "survey of target market areas" design, and present to COUNTY'S herein designated representative a system for determining patient satisfaction; said system shall include as a minimum a patient satisfaction questionnaire satisfactory to COUNTY'S herein designated representative with written instructions for the conduct of a statistically valid patient survey and written instructions for the conduct, tabulation and analysis of the survey, as a predictor of patient satisfaction, said system will have been given at least one preliminary test beginning no later than the second week of RESEARCH;

d. CONSULTANT will prepare and submit to COUNTY'S herein designated representative by the last working day of each month during the term of this agreement a RESEARCH status report which includes, but is not limited to, a prognosis for completion by hereinabove recited dates of each of CONSULTANT'S RESEARCH obligations.

/ / / / /

/ / / / /

2. COUNTY'S Research Obligations:

a. COUNTY's herein designated representative will be available to, and pay prompt attention to material submitted to him by CONSULTANT in compliance with hereinabove recited deadlines.

b. CLINIC will print the number of copies of the form specified hereinabove in agreement 1"b" (1) for the retrieval from patient records of certain information more particularly described hereinabove in Agreement 1 "b" (1); enter thereon the data for which the form calls in accordance with CONSULTANT'S instructions described hereinabove in Agreement 1 "b" (1); and tabulate with the assistance of CONSULTANT the data generated thereby, all within the time constraints specified in Agreement 1 "b" (1).

Micro Fiched

c. CLINIC will draw a random sample in accordance with CONSULTANT's written instructions of 50 of CLINIC'S current patient population upon reasonable notice to do so from CONSULTANT to COUNTY'S her in designated representative.

d. CLINIC will conduct and code any Spanish-language interviews to be conducted in accordance with the "survey of target market areas" described hereinabove in agreement 1"a" (1)-(4) inclusive in accordance with time limits therein described if COUNTY'S herein designated representative is given adequate notices to proceed by CONSULTANT.. The criteria for adequacy of said notices are sufficient leadtime for CLINIC to be reasonably expected to complete the task within time frames specified hereinabove in Agreement 1 "a" (1)-(4) and instructions sufficient for CLINIC staff to know how to proceed; recognizing for each criterion that CLINIC staff are novices at conducting marketing surveys.

3. PAYMENT:

a. Upon submission of an invoice which details work performed in the preceeding month and the hereinabove recited RESEARCH status report, pay CONSULTANT at the rate of THREE THOUSAND, THREE HUNDRED DOLLARS ($3,300) per month for services rendered.

b. The maximum total payment to CONSULTANT under the terms of this agreement will not exceed NINE THOUSAND NINE HUNDRED DOLLARS ($9,900).

c. Where a RESEARCH milestone is due for completion within a month, payfor that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the CONSULTANT's milestone as completed.

4. COUNTY'S DESIGNATED REPRESENTATIVE: Will be whomever occupies the position of Public Health Program Specialist.

Micro Fiched

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that CONSULTANT is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONSULTANT shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. CONSULTANT agrees to indemnify and hold the COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

6. LIABILITY: CONSULTANT agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability or loss arising from CONSULTANT'S performance under this agreement.

7. AMENDMENTS: The body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. No additions to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents

or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

8. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same postmarked and registered in the United States mail, postage prepaid and addressed to CONSULTANT or COUNTY'S herein designated representative as applicable, at the last known mailing address of either.

Micro Fiched

9. TERM: The term of this agreement shall commence March 15, 1979, and shall terminate on June 30, 1979, unless sooner terminated by either party on thirty (30) days written notice to the other of such intent.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

Betty A. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY Peter E. Lucas
(Deputy)

DROSSLER RESEARCH CORP.

BY Richard A Drossler
CONSULTANT

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth A. Stolz
DEPUTY COUNTY COUNSEL

FILED

MAR 27 1979

PETER McNAMEE, Clerk

By _____ Deputy

AGREEMENT NO. 79-102

(Agreement for Services by Diogenes, Inc.)

THIS AGREEMENT, made and entered into this 27th day of March, 1979, by and between the County of Yolo, a political subdivision of the State of California, and Diogenes, Inc.

W I T N E S S E T H:

RECITALS:

1. County desires to make provisions for general support services to youth currently being referred for shelter to Diogenes, Inc., by the County's Departments of Social Services and Probation.

2. Diogenes, Inc. represents that it has the expertise and facilities to provide such support services.

Micro Fiched

3. Diogenes, Inc., agrees to carry out the services for the County of Yolo described herein, under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Diogenes, Inc., agrees to render services to the County of Yolo in accordance with the Program Element Description, a copy of which is marked Exhibit "A", and is attached hereto and incorporated by reference thereto.

2. The County of Yolo shall pay to Diogenes, Inc., the total sum of $11,486.00, in four (4) monthly payments, for the months ending March 31, April 30, May 31, and June 30, 1979. Payment will be made upon the rendition of a claim by Diogenes, Inc., at the end of each month. Each payment shall be in the amount of $2,871.50.

3. Without limiting the agreement of Diogenes, Inc., to indemnify the County of Yolo, Diogenes, Inc., agrees to maintain in force at all times during the performance of this Agreement, a policy or policies of insurance sufficient to

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

fully cover its operation. Diogenes, Inc., further agrees that at all times during the performance of this Agreement Diogenes, Inc., will, at its full cost, maintain Worker's Compensation Insurance fully covering all employees of Diogenes, Inc.

4. Diogenes, Inc., agrees that it will indemnify, defend, and hold harmless the County of Yolo, its officers, agents, and employees from and against any and all claims, losses, liabilities, or damages, including attorney's fees, arising out of or resulting from performance of this Agreement, caused in whole or in part by any negligent act or omission of Diogenes or anyone directly or indirectly employed by Diogenes, regardless of whether it is caused in part by a party indemnified hereunder.

Micro Fiched

5. It is specifically understood and agreed that Diogenes, Inc., is an independent contractor, and is not subject to the direction and control of the County of Yolo except as to final result. Diogenes, Inc., shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to withholding and Social Security. Diogenes, Inc., agrees to indemnify and hold the County of Yolo harmless from any liability which it may incur to the Federal or State Government as a consequence of this agreement.

6. This Agreement is not assignable in whole or in part without the written consent of the County. Such consent, once given, shall not be deemed to waive the requirement of consent by the County for any subsequent assignment.

7. Diogenes, Inc., shall not enter into sub-contracts for any of the services contemplated under this Agreement without first obtaining written approval by the County.

8. Any waiver by the County of any default, breach, or condition of this Agreement shall not be construed as a waiver by the County of any other default,

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

breach, or condition, or any other right hereunder.

9. This writing embodies the full understanding of the parties hereto and is intended to supersede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration of any term of this Agreement shall be valid unless made in writing signed by the parties hereto or their successors in interest.

10. This Agreement shall bind and inure to the benefit of the successors in interest of the County and Diogenes, Inc., in the same manner as if such party was expressly named herein.

Micro Fiched

11. The term of this Agreement is from March 1, 1979, through June 30, 1979.

12. Either party to this Agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such notice. The County may terminate this Agreement without notice for violation by Diogenes, Inc., of any term or condition of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 27th day of March, 1979.

COUNTY OF YOLO

BY Betsey C. Marchand

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

DIOGENES, INC.

BY _____

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

PROGRAM ELEMENT DESCRIPTION

Program Category Number: 7 Submitting Agency: Diogenes, Inc.

Total No. of Elements: 6 Agency Contact Person: Bob Hallatt/ Ron Clement

Number of this Element: 6 Address: P.O. Box 807, Davis, CA. 95616

Submitting County: Yolo Telephone Number: 756-5666/756-5668

Need Statement: Diogenes Youth Services is currently funded by A.B.90 monies to provide shelter care and limited support services for youth referred for shelter by Dept. of Social Services and Probation. In order to more effectively assist these departments with their cases there is a clear need for Diogenes to increase its provision of general support services to these clients as well as maintain its 24 hour hotline and current services level to self, family, and non-county agency referred youth and their families.

Micro Fiched

Overview: Diogenes' services are available 24 hours a day via its hotline or on a walk-in basis. Services available include individual, group and family counseling, shelter care for youth aged twelve through seventeen, information and referral, client transportation and case advocacy. Medical, legal and alternative placement assistance are available through our volunteer consultants and other referral sources.

Intended Results: Based on year to date figures and prior experience, Diogenes anticipates service totals as follows:

- 200 new and on-going youth and family cases
- 150 brief crisis counseling
- 400 information/referral and other assistance

Evaluation Methodology: Diogenes maintains accurate, in-depth records of all clients and services provided. Diogenes is evaluated annually by the Youth Development Bureau/ HEW, participates in a total agency Peer Review process under the National Network Region IX and HEW, and compiles written client assesment of services rendered. Diogenes, of course, will cooperate with any county evaluations.

Budget:

March 1, 1979 - June 30, 1979

I.	Salaries and Employee Benefits	
A.	Caseworker/Coordinator	$3320
	Caseworker/Coordinator	$3260
	Clerk/Typist	$1200
B.	Health Insurance	$ 300
	Workers Compensation (1.25%)	$ 98
	SUI (2.8%)	$ 218
	Total Salaries and Employee Benefits	$8396
II.	Services and Supplies	
A.	Partial Rent of Facility	$3090
	Total Services and Supplies	$3090
	TOTAL BUDGET	$11486

Micro Fiched

Quarterly Distribution Table

1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
-0-	-0-	$2991	$8495	$11,486

EXHIBIT A- page 2 of 2 pages

COUNTY OF YOLO

BK

Subgrant Signature Sheet

Title II D

Agreement/ Subgrant No. 79-103

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	West Plainfield Fire Protection District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the West Plainfield Fire Protection District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

West Plainfield Fire Protection District

Address

Rt. 1, Box 2415

FILED

City

MAY 14 1979

Phone

Davis, CA 95616

PETER McNAMEE, Clerk

666-2135

Micro Fiched

Program Director

By Robin Moreland DEPUTY

Bill Arnold

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 13, 1979.

The term of the SUBGRANT shall end on March 29, 1979.

The total amount of the SUBGRANT is $537.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Robert H. Wellendorf 4-28-79	Betsy A. Marchand
Name and Title / Date	Name and Title / Date
	BETSY A. MARCHAND Chairman, Board of Supervisors County of Yolo, State of California MAR 27 1979

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 13th day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the West Plainfield Fire Protection District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiohed

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) **Establish priorities for receipt of assistance authorized** under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The West Plainfield Fire Protection District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

Micro Fiched

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) CETA Operating Budget

(e) Position Listing

(f) Special Conditions

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 13, 1979, and shall end March 29, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

Micro Fiched

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 537, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

Micro Fiched

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

Micro Fiched

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

Micro Fiched

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

Micro Fiched

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

Micro Fiched

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

(b) Without Cause

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

Micro Fiched

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

Micro Fiched

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiched

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

Micro Fiched

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

Micro Fiched

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

Micro Fiched

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-103.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiohed

(Legal Name of SUBGRANTEE)

P. Dey Y. Walker Jod
(Signature of Authorized Officer)

4-28 19 79

(Title of Authorized Officer)

(Corporate Seal)

///
///
///
///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

Micro Fiched

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

Micro Fiched

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code. Micro Fiched

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

Micro Fiched

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(2[illegible])).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

Micro Fiched

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

(Legal Name of Subgrantee)

4-28 1979

(Signature of Authorized Officer)

(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
[redacted] First Street, Woodland, CA [redacted]95

CETA TITLE I OPERATING BUDGET

[XX] ORIGINAL [ ] REVISION NO. _____ DATE March 13, 1979

Subgrantee Name and Address:
West Plainfield Fire Protection District
Rt. 1, Box 2415
Davis, CA 95616

Contact Person Bill Arnold
Phone 666-2135 Contract No. _____
Period: From 3-13-79 To 3-31-79
Program Name IID PSE

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			$ 537					
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			$ 537					

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			$ 450	$ 87			$ 537
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			$ 450	$ 87			$ 537

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

_____ Jack A Boyce 3-27-79
Name and Title of Authorized Official — Accountant — Date

[signature] 4-28-79 Lindsay L Clinton 3-27-79
Signature — Date — Principal Administrative Analyst — Date

YC 108 (10-78)

POSITION LISTING

Title IID

West Plainfield Fire Protection District

POSITION	SALARY 3-13-79 to 3-31-79	BENEFITS 3-13-79 to 3-31-79	TOTAL
1 - Firefight Trainee .6 mo @ $750/144	$450	$87	$537

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Jerry H. Mackey, V — 4-28-79

SUBGRANTEE Authorized Signature and Title — Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Micro Fiched

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

Micro Fiched

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

Micro Fiched

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

Micro Fiched

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

Micro Fiched

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Darcy H. Wickendorf
Authorized Signature

4-28-79
Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 79-104

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Washington Fire Protection District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Washington Fire Protection District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Washington Fire Protection District

Address

317 Third Street

FILED

Micro Fiched

City

Broderick, CA 95605

APR 11 1979

Phone

372-0424

Program Director

Ken Sawitzky

PETER McNAMEE, Clerk
By Debbie Mayhew
DEPUTY

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 30, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $4,789.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Ken F. Sawitzky, Jr.	By Signature: Betsy A. Marchand
Name and Title: Ken F. Sawitzky, Jr. Acting Fire Chief	Name and Title: BETSY A. MARCHAND Chairman, Board of Supervisors County of Yolo, State of California
Date: Apr. 5, 1979	Date: MAR 28 1979

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 30th day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Washington Fire Protection District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) **Establish priorities for receipt of assistance authorized** under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiched

2. The Washington Fire Protection District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) CETA Operating Budget

(e) Position Listing

(f) Special Conditions

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 30, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

Micro Fiched

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $4,789, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

Micro Fiched

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

Micro Fiched

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

Micro Fiched

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

Micro Fiched

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Micro Fiched

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

Micro Fiched

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall Micro Fiched obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

Micro Fiched

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiched

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition. Micro Fiched

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

Micro Filmed

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

Micro Fiched

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)). Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-104.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

WASHINGTON FIRE PROTECTION DISTRICT
(Legal Name of SUBGRANTEE)

Kan F. Sawitsky Jr.
(Signature of Authorized Officer)

APRIL 5, 1979

ACTING FIRE CHIEF
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

Micro Fiched

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

Micro Fiched

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

Micro Fiched

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(25)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

Micro Fiched

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiohed

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

WASHINGTON FIRE PROTECTION DISTRICT
(Legal Name of Subgrantee)

APRIL 5, 1979

Ken F. Sawitzky Jr
(Signature of Authorized Officer)

ACTING FIRE CHIEF
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
[redacted]0 First Street, Woodland, CA [redacted]95

CETA TITLE II OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO._____ DATE_____

Subgrantee Name and Address:
Washington Fire Protection District
317 Third Street
Broderick, CA 95605

Contact Person_____
Phone_____ Contract No._____
Period: From_____ To_____
Program Name_____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			37					37
APR.			792					792
MAY			792					792
JUNE			792					792
JULY			792					792
AUG.			792					792
SEPT.			792					792
TOTAL			4,789					4,789

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			34	3			37
APR.			732	60			792
MAY			732	60			792
JUNE			732	60			792
JULY			732	60			792
AUG.			732	60			792
SEPT.			732	60			792
TOTAL			4,426	363			4,789

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

KEN F. SAWITZKY JR. ACTING FIRE CHIEF
Name and Title of Authorized Official

Ken F. Sawitzky Jr. 4/5/79
Signature Date

Jack A. Boyle 3-27-79
Accountant Date

Principal Administrative Analyst 3-28-79
Date

YC 108 (10-78)

POSITION LISTING

TITLE II

WASHINGTON FIRE PROTECTION DISTRICT

	POSITION	SALARY 3-30-79 to 9-30-79	BENEFITS	TOTAL
One	Clerk Dispatcher	$4,426	$363	$4,789

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Kan F. Stanitsky, Jr. - Act. Chief April 5, 1979

SUBGRANTEE Authorized Signature and Title Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Micro Fiohed

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiohed

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

Micro Fiched

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

B. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

Micro Fiohed

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

Micro Fiched

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiohed

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

Micro Fiched

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Authorized Signature

April 5, 1979
Date

COUNTY OF YOLO

BK 1

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 79-105

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	The Economic Opportunity Commission of Yolo County

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Economic Opportunity Commission of Yolo County hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Economic Opportunity Commission of Yolo County

Address

440-442 College Street

FILED

Micro Fiohed

City

Woodland, CA 95695

APR 30 1979

Phone

(916) 666-0981

Program Director

PETER McNAMEE, Clerk
By Rickie Miyahara
DEPUTY

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 13, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $5,389.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Audrey L. Smith 4-4-79	By Signature: Betsy A. Marchand
Name and Title: Audrey L. Smith, Executive Director	Name and Title: BETSY A. MARCHAND, Chairman, Board of Supervisors, County of Yolo, State of California
Date: 4-4-79	Date: MAR 2 9 1979

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 13th day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Economic Opportunity Commission of Yolo Co. hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

Micro Fiohed

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiched

2. The Economic Opportunity Commission of Yolo County is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) CETA Operating Budget

(e) Position Listing

(f) Special Conditions

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 13, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

Micro Fiohed

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 5,389, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

Micro Fiched

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

Micro Fiched

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law. Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

Micro Fiohed

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

Micro Fiched

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applie

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

(b) Without Cause

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

Micro Fiched

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

Micro Fiched

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiched

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition. Micro Fiched

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwis

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments. Micro Fiched

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personn engaged in the work shall be fully qualified and shall authorized under State and local law to perform such services.

Micro Fiche

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written appro of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positic or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or fill full-time vacancies. SUBGRANTEE shall not hire person into any job funded under Title VI when any ot person is on lay-off from the same or any substantial

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

Micro Fiched

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

Micro Fiched

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)). Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-105.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

X Economic Opportunity Commission of Yolo County
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

APR 4 - 1979

X Executive Director
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro.Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

Micro Fiched

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code. Micro Fiched

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

Micro Fiched

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

Micro Fiohed

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

Micro Fiched

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

X Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

X Economic Opportunity Commission of Yolo County
(Legal Name of Subgrantee)

APR 4 - 1979

X
(Signature of Authorized Officer)

X Executive Director
(Title of Authorized Officer)

POSITION LISTING

Title IID

Economic Opportunity Commission
of Yolo County

POSITION	SALARY 3-13-79 to 9-30-79	BENEFITS	TOTAL
1 - Driver			
6 mos @ $700/126	$4,200	$756	$4,956
.5 mo @ $735/130	368	65	433
	$4,568	$821	$5,389

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
[redacted] First Street, Woodland, CA [redacted]5

CETA TITLE IID OPERATING BUDGET

[XX] ORIGINAL [ ] REVISION NO. _____ DATE March 13, 1979

Subgrantee Name and Address:
Economic Opportunity Commission of Yolo Co.
440-442 College Street
Woodland, CA 95695

Contact Person Audrey Smith
Phone 666-0981 Contract No. _____
Period: From 3-13-79 To 9-30-79
Program Name PSE

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			$ 413					$ 413
APR.			826					826
MAY			826					826
JUNE			826					826
JULY			826					826
AUG.			826					826
SEPT.			846					846
TOTAL			$ 5,389					5,389

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			$ 350	$ 63			$ 413
APR.			700	126			826
MAY			700	126			826
JUNE			700	126			826
JULY			700	126			826
AUG.			700	126			826
SEPT.			718	128			846
TOTAL			$ 4,568	$ 821			5,389

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Audrey L. Smith, Executive Director
Name and Title of Authorized Official

Signature

APR 4 - 1979
Date

For CETA Approval Only:

Jack A. Boyer
Accountant

3-27-79
Date

Principal Administrative Analyst

3-27-79
Date

YC 108 (10-78)

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Executive Director

X _____

SUBGRANTEE Authorized Signature and Title

APR 4 - 1979

Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Micro Fiched

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

Micro Fiched

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

Micro Fiched

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Fiched

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

Micro Fiohed

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

Micro Fiched

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

Micro Fiched

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Micro Fiched

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

X _____
Authorized Signature

APR 4 - 1979
Date

BK.

COUNTY OF YOLO

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 79-106

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	City of Winters

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the City of Winters hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program
City of Winters

FILED

Address
Box 457

APR 19 1979 RM

Micro Fiched

City		Phone
Winters, CA 95694	PETER McNAMEE, Clerk By Vicki Maynard DEPUTY	795-4910

Program Director
Mike Jones

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on February 27, 1979.

The term of the SUBGRANT shall end on March 31, 1979.

The total amount of the SUBGRANT is $5,458.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title: Michael E. Jones Administrator/Planner	Name and Title: BETSY A. MARCHAND Chairman, Board of Supervisors County of Yolo, State of California
Date: APR 9 - 1979	Date: MAR 28 1979

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 27th day of February, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the City of Winters hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiched

2. The City of Winters is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) CETA Operating Budget

(e) Position Listing

(f) Special Conditions

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin February 27, 1979, and shall end March 31, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

Micro Fiched

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 5,458, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

Micro Fiched

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR & 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

Micro Fiched

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

Micro Fiched

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

Micro Fiohed

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Micro Fiohed

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

10. Legal Relationship

Micro Fiohed

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

Micro Fiched

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiched

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

Micro Fiched

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

Micro Fiched

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

Micro Fiched

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

Micro Fiched

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-106.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

City of Winters
(Legal Name of SUBGRANTEE)

Micro Fiched

Administrator/Planner
(Signature of Authorized Officer)

4-9- 1979

(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

Micro Fiched

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)). Micro Fiched

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

Micro Fiched

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

Micro Fiched

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

Micro Fiched

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

X City of Winters
(Legal Name of Subgrantee)

APR 9 - 1979

X
(Signature of Authorized Officer)

X Administrator/Planner
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, CA 95695

CETA TITLE I OPERATING BUDGET

[XX] ORIGINAL [ ] REVISION NO. _____ DATE March 13, 1979

Subgrantee Name and Address:
City of Winters
Box 457
Winters, CA 95694

Contact Person Mike Jones
Phone 795-4910 Contract No. _____
Period: From _____ To _____
Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			$ 5,458					
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			$ 5,458					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			$ 3,947	$ 1,511			$ 5,458
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			$ 3,947	$ 1,511			$ 5,458

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Michael E. Jones
Signature

4-9-79
Date

For CETA Approval Only:

Accountant — 3-27-79 Date

Principal Administrative Analyst — 3-27-79 Date

YC 108 (10-78)

POSITION LISTING
Title IID

City of Winters

POSITION	SALARY 2-27-79 to 3-31-79	BENEFITS 2-27-79 to 3-31-79	TOTAL
2 - Administrative Assistant	$1,630	$ 540	$2,170
2 - Public Works Maintenance Person	1,614	644	2,258
	3-13-79 to 3-31-79		Micro Fiched
1 - Typist Clerk	340	160	500
1 - Dispatcher Clerk	363	167	530
Total	$3,947	$1,511	$5,458

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

SUBGRANTEE Authorized Signature and Title

4-5-79
Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Fiched

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

B. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

Micro Fiched

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In case where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

Micro Fiched

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

YCEIA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCEIA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCEIA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Authorized Signature

11/3/13

Date

BK.

COUNTY OF YOLO

EDD Reg #7900528?

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 79-107

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the State CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

State CETA Office/Department of Health Services

Address

711 N Street

City

Sacramento, CA 95814

Phone

322-8982

Program Director

FILED

APR 25 1979

PETER McNAMEE, Clerk

By Lidia Magdaraog DEPUTY

Micro Fiched

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 13, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $10,562.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title: L. L. Jimenez, Chief, Public Employment Section, State CETA Office	Name and Title: BETSY A. MARCHAND, Chairman, Board of Supervisors, County of Yolo, State of California
Date: APR 11 1979	Date: MAR 28 1979

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 13th day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the State CETA Office hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiched

2. The State CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) CETA Operating Budget

(e) Position Listing

(f) Special Conditions

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 13, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

Micro Fiched

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 10,562, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

Micro Fiched

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

Micro Fiched

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

Micro Fiched

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

Micro Fiched

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Micro Fiched

Either party may terminate this SUBGRANT at any time by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Hold Harmless -- Indemnification

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

Micro Fiched

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Micro Fiched Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action. Micro Fiched

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiched

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property. Micro Fiched

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

Micro Fiched

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

Micro Fiched

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

Micro Fiched

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

and Indemnity Company (Bond No. 5002495) in the amount of $50,000 per employee per loss with a deductible of $2,500.

29. Insurance

SUBGRANTEE, the State of California, maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code.

Micro Fiched

30. Entire Agreement Modifications

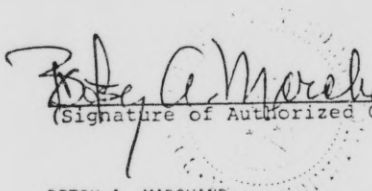
This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-107.

COUNTY OF YOLO, PRIME SPONSOR

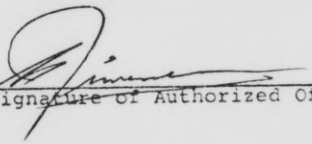


(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

State of California
Employment Dev. Department
State CETA Office
(Legal Name of SUBGRANTEE)

Micro Fiched



(Signature of Authorized Officer)

L. L. Jimenez
Chief, Public Employment Section
State CETA Office
(Title of Authorized Officer)

APR 11 1979 19___

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

Micro Fiched

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

Micro Fiched

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

Micro Fiched

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

Micro Fiched

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(25)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand

(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California

(Title of Authorized Officer)

Micro Fiched

State of California
Employment Dev. Department
State CWA Office

(Legal Name of Subgrantee)

APR 11 1979 19

(Signature of Authorized Officer)

L. L. Jimenez
Chief, Public Employment Section
State CWA Office

(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted]0 First Street, Woodland, CA [redacted]95

CETA TITLE III OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE March 13, 1979

Subgrantee Name and Address:

State CETA Office

711 N Street

Sacramento, CA 95814

Contact Person _____

Phone _____ Contract No. _____

Period: From 3-13-79 To 9-30-79

Program Name Department of Health Services

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			925					925
APR.			1,540					1,540
MAY			1,540					1,540
JUNE			1,540					1,540
JULY			1,658					1,658
AUG.			1,658					1,658
SEPT.			1,701					1,701
TOTAL			10,562					10,562

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			737	188			925
APR.			1,228	312			1,540
MAY			1,228	312			1,540
JUNE			1,228	312			1,540
JULY			1,322	336			1,658
AUG.			1,322	336			1,658
SEPT.			1,356	345			1,701
TOTAL			8,421	2,141			10,562

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L. L. Jimenez

Chief, Public Employment Section

[redacted] CETA Office

Name and Title of Authorized Official

Signature

APR 11 1979

Date

For CETA Approval Only:

Accountant — 3-27-79 Date

Principal Administrative Analyst — 3-27-79 Date

YC 108 (10-78)

POSITION LISTING
TITLE IID
STATE CETA OFFICE for
DEPARTMENT OF HEALTH SERVICES

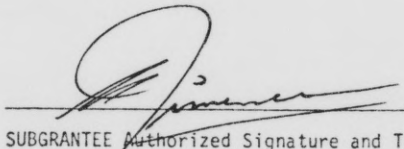
	POSITION		SALARY 3-13-79 to 9-30-79	BENEFITS 9-30-79	TOTAL
					Micro Fiched
One	Assistant Clerk, PSE				
	3.6 months @ 536/85		$1,930	$ 306	$ 2,236
	*2.4 months @ 577/92		1,384	221	1,605
	**0.6 months @ 600/96		360	58	418
One	Management Service Assistant				
	3.6 months @ 692/227		2,492	817	3,309
	*2.4 months @ 745/244		1,788	586	2,374
	**0.6 months @ 778/255		467	153	620
Two		Total	$8,421	$2,141	$10,562

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched



APR 1 ' 1979

SUBGRANTEE Authorized Signature and Title — Date

L. L. Jimenez
Chief, Public Employment Section
State CETA Office

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

Micro Fiched

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Micro Fiched

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

Micro Fiched

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

Micro Fiched

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

Micro Fiched

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fiched

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

Micro Fiched

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

Micro Fiched

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Authorized Signature
L. L. Jimenez
Chief, Public Employment Section
State CETA Office

APR 11 1979
Date

BK

COUNTY OF YOLO

Subgrant Signature Sheet

Title II-D

Agreement/ Subgrant No. 79-108

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Butte County Superintendent of Schools

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and The Butte County Superintendent of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Migrant Education - Region II

FILED

JUN 13 1979

Micro Fiched

Address

2060 Third Street

City

Oroville, CA 95695

PETER McNAMEE, Clerk Phone

By DEPUTY

Program Director

Duane G. Powers, Superintendent

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 13, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $14,539.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title / Date	Name and Title / Date
DUANE G. POWERS, Superintendent	BETSY A. MARCHAND Chairman, Board of Supervisors County of Yolo, State of California MAR 20 1979

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 13th day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Butte County Superintendent of Schools hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiched

2. The Butte County Superintendent of Schools is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) CETA Operating Budget

(e) Position Listing

(f) Special Conditions

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 13, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

Micro Fiched

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 14,539, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

Micro Fiched

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

Micro Fiched

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

Micro Fiched

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

Micro Fiched

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Micro Fiched

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

10. Legal Relationship

Micro Fiched

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

Micro Fiched

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiched

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property. Micro Fiched

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

Micro Fiched

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

Micro Fiched

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-108.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

April 10 1979

DUANE G. POWERS, Superintendent
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

Micro Fiched

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited Engligh-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

Micro Fiched

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

Micro Fiched

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

Micro Fiched

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(25)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

Micro Fiched

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

(Legal Name of Subgrantee)

June 10 1979

(Signature of Authorized Officer)

DUANE G. POWERS, Superintendent
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
[redacted] First Street, Woodland, CA [redacted]5

CETA TITLE OPERATING BUDGET

[ ] ORIGINAL [ ] REVISION NO. _____ DATE March 13, 1979

Subgrantee Name and Address:
Butte County Superintendent of Schools
2050 Third Street
Oroville, California 95965

Contact Person Frank Ludovina
Phone (916) 533-2333 Contract No. _____
Period: From 3-13-79 To 9-30-79
Program Name Migrant Education - Region II

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			1,115					
APR.			2,229					
MAY			2,229					
JUNE			2,229					
JULY			2,229					
AUG.			2,229					
SEPT.			2,279					
TOTAL			14,539					

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			828	287			1,115
APR.			1,656	573			2,229
MAY			1,656	573			2,229
JUNE			1,656	573			2,229
JULY			1,656	573			2,229
AUG.			1,656	573			2,229
SEPT.			1,694	585			2,279
TOTAL			10,802	3,737			14,539

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official
DUANE G. POWERS, Superintendent

Signature Date

For CETA Approval Only:

Accountant Date 3-27-79

Principal Administrative Analyst Date 3-27-79

CC 100 (10-78)

POSITION LISTING

TITLE II-D

Butte County Superintendent of Schools

	POSITION	SALARY 3-13-79 to 9-30-79	BENEFITS	TOTAL
One	Identification/Recruitment Aide			
	6 months at $552*/199	$ 3,312	1,146	4,458
	0.5 month at $577*/199	289	100	389
Two	Health Aide			
	6 months at $552/191	6,624	2,292	8,916
	0.5 month at $577/199	577	199	776
	TOTAL	$ 10,802	$ 3,737	$ 14,539

* (3.75/hr. x 7 hours x 21 days)

** (3.92/hr. x 7 hours x 21 days)

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Duane G. Powers — June 10, 1979

SUBGRANTEE Authorized Signature and Title — Date

DUANE G. POWERS, Superintendent

Micro Fiohed

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Micro Fiched

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.

Micro Fiched

4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

Micro Fiohed

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Filmed

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

Micro Fiched

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiohed

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

Micro Fiched

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

Micro Fiched

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Micro Fiohed

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Duane G. Powers — June 10, 1979

Authorized Signature — Date

DUANE G. POWERS, Superintendent